

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

BOARD OF TRUSTEES  
Regular Meeting

June 26, 2013

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

**AGENDA**

**CLOSED SESSION AT 6:00 P.M.**

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

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

**EXHIBIT 3A**

- B. **STUDENT EXPULSIONS**  
Deliberations of Findings of Fact and Recommendations  
*(Pursuant to Education Code §48918(c) and §35145)*

**EXHIBIT 3 B1-B4**

**PUBLIC HEARING: Agenda Item #1 – 2013-2014 Budget Adoption**

**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**

*Madeline Hannah – K-12 Perfect Attendance  
Cheryl Despalmes, Cathy Olinger, and Keith Hancock – Assisting an Ill Student*

**BOARD AND SUPERINTENDENT COMMENTS**

**ORAL COMMUNICATIONS (Non-Agenda Items)**

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

**PUBLIC HEARINGS**

- 1. PUBLIC HEARING – 2013-2014 BUDGET ADOPTION:** INFORMATION/  
DISCUSSION

The Board will conduct a public hearing on the 2013-2014 Budget adoption. Supporting information is located in Exhibit 2.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

Staff Recommendation  
It is recommended the Board President open the public hearing, determine if members of the public have submitted requests to speak on the item, and after hearing any speakers, formally close the public hearing.
- 2. 2013-2014 BUDGET ADOPTION:** DISCUSSION/  
ACTION  
Page 1  
**EXHIBIT 2**

The District is required by law to adopt a budget for the 2013-2014 fiscal year no later than June 30, 2013, for enactment on July 1, 2013. The budget for 2013-2014 is based upon revenue assumptions outlined within the Governor's May Revise, as well as District-specific assumptions for revenue and expenditures. The following documents are included in the exhibit:

  - 2013-2014 Budget for District Funds
  - School District Certification of the State Criteria and Standards and the Workers' Compensation Certification
  - State Criteria and Standards
  - 2013-2014 Guidelines and Assumptions

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees adopt and approve the 2013-2014 Budget.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

DISCUSSION/ACTION ITEMS

- 3. **RESOLUTION NO. 1213-52, RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF SERIES 2013 SPECIAL TAX REFUNDING BONDS OF IMPROVEMENT AREA 2002-I OF COMMUNITY FACILITIES DISTRICT NO. 90-2 IN THE NOT TO EXCEED AMOUNT OF \$48,000,000, APPROVING A FISCAL AGENT AGREEMENT, APPROVING ESCROW ARRANGEMENTS, APPROVING CERTAIN DOCUMENTS, MAKING RELATED FINDINGS AND DETERMINATIONS AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH:**

DISCUSSION/  
ACTION  
Page 197  
EXHIBIT 3

At the May 22, 2013, Board meeting, Trustees received an update on the District's monitoring of refinancing opportunities with respect to outstanding bonds of the District's ten Community Facilities Districts (CFDs). With respect to the 90-2 refinancing, the Board of Trustees is asked to consider adoption of Resolution No. 1213-52, authorizing the sale of the bonds, approving the legal documents in form, distribution of the Preliminary Official Statement, and other actions necessary to accomplish the issuance of the bonds.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1213-52, Resolution of the Board of Trustees of the Capistrano Unified School District Acting as the Legislative Body of Community Facilities District No. 90-2 of the Capistrano Unified School District Authorizing the Issuance of Series 2013 Special Tax Refunding Bonds of Improvement Area 2001 of Community Facilities District No. 90-2 in the Not to Exceed Amount of \$48,000,000, Approving a Fiscal Agent Agreement, Approving Escrow Arrangements, Approving Certain Documents, Making Related Findings and Determinations, and Taking Other Action in Connection Therewith.

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

ROLL CALL:

Trustee Addonizio \_\_\_\_\_

Trustee Hatton \_\_\_\_\_

Trustee Bryson \_\_\_\_\_

Trustee Pritchard \_\_\_\_\_

Trustee Hanacek \_\_\_\_\_

Trustee Reardon \_\_\_\_\_

Trustee Alpay \_\_\_\_\_

4. **RESOLUTION NO. 1213-53, RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, AUTHORIZING THE ISSUANCE OF SERIES 2013 SPECIAL TAX REFUNDING BONDS OF COMMUNITY FACILITIES DISTRICT NO. 92-1 IN THE NOT TO EXCEED AMOUNT OF \$18,000,000, APPROVING A FISCAL AGENT AGREEMENT, APPROVING ESCROW ARRANGEMENTS, APPROVING CERTAIN DOCUMENTS, MAKING RELATED FINDINGS AND DETERMINATIONS AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH:**

At the May 22, 2013, Board meeting, Trustees received an update on the District's monitoring of refinancing opportunities with respect to outstanding bonds of the District's ten Community Facilities Districts (CFDs). With respect to the 92-1 refinancing, the Board of Trustees is asked to consider adoption of Resolution No. 1213-53, authorizing the sale of the bonds, approving the legal documents in form, distribution of the Preliminary Official Statement, and other actions necessary to accomplish the issuance of the bonds.

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1213-53, Resolution of the Board of Trustees of the Capistrano Unified School District Acting as the Legislative Body of Community Facilities District No. 92-1 of the Capistrano Unified School District, Authorizing the Issuance of Series 2013 Special Tax Refunding Bonds of Community Facilities District No. 92-1 the Not to Exceed Amount of \$18,000,000, Approving a Fiscal Agent Agreement, Approving Escrow Arrangements, Approving Certain Documents, Making Related Findings and Determinations, and Taking Other Action in Connection Therewith.

Motion by _____	Seconded by _____
ROLL CALL:	
Trustee Addonizio _____	Trustee Hatton _____
Trustee Bryson _____	Trustee Pritchard _____
Trustee Hanacek _____	Trustee Reardon _____
	Trustee Alpay _____

4a. **REPORT ON SITE CONDITIONS AND NEEDS AT SAN CLEMENTE HIGH SCHOOL:**

INFORMATION/  
DISCUSSION

Board President John Alpay asked that the Board of Trustees be provided an opportunity to discuss site conditions and needs at San Clemente High School, including short-term and long-term improvements, modernization, and construction projects. Staff will present background information on the item at the meeting and will be prepared to answer questions about the school's overall condition and ways to address and fund needed improvements.

*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Joseph M. Farley, Superintendent*

Staff Recommendation

It is recommended the Board President recognize Superintendent Joseph M. Farley to present information on this item and answer any questions Trustees may have.

**5. SCHOOL SAFETY TASK FORCE REPORT:**

At the January Superintendent's Forum, Dr. Farley made a commitment to parents the District would form a safety task force to evaluate school safety and security concerns. A task force comprised of members of the following groups was convened: Board members, school administration and faculty, District administration, parents, law enforcement agencies, fire officials, mental health experts, and community members. The goal of the team was to identify concerns, recommend options for consideration, prioritize options, and assist with policy development.

*CUSD Strategic Plan Pillar 2: Safe and Healthy Schools*

*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

Staff Recommendation

It is recommended the Board President recognize Julie Hatchel, Assistant Superintendent, Education Services, to present information on this item and answer any questions Trustees may have.

**6. NAMING NEW SCHOOL:**

Rancho Mission Viejo is planning a multi-phased construction project in the District requiring the construction of one K-8 school in the near future and additional schools later. Initial plans are progressing for the K-8 campus so it is appropriate to begin the school name selection process. Board Policy 7511 indicates the Board of Trustees will form a committee of the Board to develop school names for Board consideration and approval.

*CUSD Strategic Plan Pillar 5: Effective Operations*

*Contact: Joseph M. Farley, District Superintendent*

Staff Recommendation

It is recommended the Board President recognize Joseph M. Farley, Superintendent, to present this item and answer any questions concerning the Board's formation of a naming committee.

Following discussion, it is recommended the Board of Trustees provide direction to staff.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**7. RESOLUTION NO. 1213-50, APPROVAL OF MASS NOTIFICATION SYSTEM REQUEST FOR PROPOSALS PROCESS:**

Resolution No. 1213-50 authorizes the District to utilize the Request for Proposals (RFP) process to acquire technology products and services taking into account specific requirements and evaluation criteria in addition to cost as allowed by Public Contract Code §20118.2. The District is seeking to replace or upgrade our existing mass notification system. The notification system is essential to regular school to home communications. In addition, a resilient and high capacity notification system is a critical component of the District's emergency planning process. The quality, accessibility, and speed of messaging from the District are key differentiating factors between solutions. Given the specialized and critical nature of the notification system, the District is requesting Board approval to publish an RFP with the following evaluation components (a) Price – 30 percent, (b) Emergency Notification Functionality – 20 percent, (c) District and School Messaging Functionality – 20 percent, (d) Implementation and Support Plan – 10 percent, and (e) Company References – 10 percent. The RFP would be published in July 2013. The recommendation for award would be brought back to the Board of Trustees after the selection process concludes.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

INFORMATION/  
DISCUSSION  
Page 561  
EXHIBIT 5

DISCUSSION/  
ACTION  
Page 581  
EXHIBIT 6

DISCUSSION/  
ACTION  
Page 583  
EXHIBIT 7

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1213-50, Approval of Mass Notification System Request for Proposals Process.

**8. PROTOCOL FOR SUPERINTENDENT EVALUATION FOR THE 2012-2013 SCHOOL YEAR:**

INFORMATION/  
DISCUSSION

The employment agreement between Superintendent Joseph Farley and the District calls for an annual evaluation by the Board of Trustees. Board President John Alpay will discuss the protocol for completion of the evaluation for the 2012-2013 school year.

*CUSD Strategic Plan Pillar 5: Effective Operations*

*Contact: Joseph M. Farley, Superintendent*

Staff Recommendation

It is recommended the Board President discuss the protocol for the Superintendent's evaluation.

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

**9. MEMORANDUM OF UNDERSTANDING WITH THE CITY OF DANA POINT:**

Page 585  
EXHIBIT 9

Approval of the Memorandum of Understanding with the City of Dana Point and the District for the School Intervention Program and intervention consultant at Dana Hills High School (DHHS). The City of Dana Point has funded an intervention consultant at DHHS to support at-risk students. The consultant, who is supervised by the school principal in collaboration with city officials, is an independent consultant to the city itself. The consultant works with administrators, counselors, and the school resource officers as a facilitator for student referral to appropriate prevention programs, services and resources for substance abuse, and other high risk behaviors. There is no financial impact as the position is funded completely by the City of Dana Point.

*CUSD Strategic Plan Pillar 2: Safe and Healthy Schools*

*Contact: Joseph M. Farley, Superintendent*

CURRICULUM & INSTRUCTION

**10. EXPULSION READMISSION:**

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

*CUSD Strategic Plan Pillar 2: Safe and Healthy Schools*

*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

**11. EXPUNGING OF EXPULSION RECORDS:**

Approval of expunging a student record. Due to the confidential nature of expunging student expulsion records, 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*

**12. CONSOLIDATED APPLICATION AND REPORTING SYSTEM:**

Approval of the June 30, 2013, Consolidated Application and Reporting System (CARS) Data Collections. CARS is a three-part application and reporting process for multiple state and federal, formula-driven categorical program funds submitted annually to the California Department of Education (CDE) to fund supplemental programs. The Consolidated Application is used by CDE to distribute categorical funds from various state and federal programs. In June of each year, districts are required to submit part of the application to document program participation in categorical programs and provide assurances of compliance with the legal requirements of each program. The federal programs coordinated through the Consolidated Application include Title I, Part A; Title II, Part A; and Title III, Part A. Economic Impact Aid, a state program, is also coordinated through the Consolidated Application. The complete Consolidated Application is on file for review in the State and Federal Programs office. As required by CDE, the District English Language Advisory Committee also reviewed this document.

*CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment*

*Contact: Julie Hatchel, Assistant Superintendent, Education Services*

**BUSINESS & SUPPORT SERVICES**

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

Page 587  
**EXHIBIT 13**

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 \$1,992,956.29; the commercial warrants total \$6,122,143.89. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings. Attachment 4 is a list of previously Board-approved by vendor warrants exceeding \$250,000.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

**14. DONATION OF FUNDS AND EQUIPMENT:**

Page 613  
**EXHIBIT 14**

A number of gifts have been donated to the District, including \$192,727.90 in cash. These funds will be deposited in the appropriate school accounts. Items other than cash have no financial impact on the budget. The District does not guarantee maintenance of items or the expenditure of any District funds for continued use.

*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*

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

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

Page 615  
**EXHIBIT 15**

Approval of the District standardized Independent Contractor, Professional Services, Master Contract Agreements and Amendments. Due to state budget cuts to schools over the last several years, staff requests contractors to reduce their fees for services by ten percent. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The exhibit shows five new agreements totaling \$1,030,000, seven extensions to existing agreements totaling \$254,000, and two amendments to existing agreements totaling \$15,000.

Due to the size of the contract documents, the General Conditions for each type of agreement are posted online on the District's Board Agendas and Supporting Documentation page.

*CUSD Strategic Plan Pillar 2: Safe & Healthy School*

*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

- 16. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENT:**  
Approval of the ratification of special education Informal Dispute Resolution Agreement Case #055413. Due to the confidential nature of the agreement, supporting information is provided to Trustees under separate cover.  
*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*  
*Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations*
- 17. SPECIAL EDUCATION SETTLEMENT AGREEMENTS:**  
Approval of special education Settlement Agreement Case #2013030198 and second amendment to Informal Dispute Resolution Case #050711. Due to the confidential nature of the agreements, supporting information is provided to Trustees under separate cover.  
*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*  
*Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations*
- 18. GOVERNMENT CLAIM 13-11379 DP:**  
Denial of Claim 13-11379 DP filed against the District. This item pertains to a claim filed against the District by the law firm Aitken, Aitken & Cohen, on behalf of a minor by and through his guardian ad litem, Shannon Laub. The claim alleges the District should be held responsible for injuries sustained while the student was participating in the Truman Benedict Elementary School Jog-A-Thon event on May 22, 2013. Denial of this claim does not have any financial implications on the general fund. This action establishes procedural timelines. Due to the confidential nature of this claim, the supporting information is provided to Trustees under separate cover.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*
- 19. RESOLUTION NO. 1213-51, EDUCATION PROTECTION ACT:**  
Approval of Resolution No. 1213-51, Education Protection Act. On November 6, 2012, voters approved Proposition 30. The monies received from the Education Protection Account (EPA) shall be spent according to Article XIII, §36 of the California Constitution. The Board is required to determine, at a Board meeting, how the District plans to spend the EPA money and annually post on the District website an accounting of the amount of EPA money received and how it was spent.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
- 20. USE OF FACILITIES LEASE AGREEMENT FOR 2013-2014, COMMUNITY ROOTS ACADEMY:**  
Approval to renew a Use of Facilities Lease Agreement with the District and Community Roots Academy at Wood Canyon Elementary School for the 2013-2014 school year. Terms of this agreement include the use of 16 existing classrooms on the school campus and ancillary facilities for one year from July 1, 2013, to June 30, 2014. Lease payments will be based upon a rental rate of \$0.70 per square foot of building area with a total of 15,360 square feet of space equating to \$10,752 per month for 12 months. Additionally, Community Roots Academy will be responsible for a share of utilities costs for the leased building area totaling \$2,051.23 per month for 12 months. The proposed agreement has been previously reviewed and approved by the District's legal counsel.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

Page 697  
**EXHIBIT 19**

Page 699  
**EXHIBIT 20**



21. **ADVERTISE RFP NO. 3-1314, MASS NOTIFICATION SYSTEM:** Page 707  
EXHIBIT 21  
Approval of RFP No. 3-1314 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 July 26, 2013. This request for proposal will provide a competitive process to solicit the most current and effective system available for use throughout the District. The total annual expenditures under this contract are estimated to be \$80,000, funded from the School and Library Improvement Block Grant.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
22. **AGREEMENT FOR THE OPERATION OF AN AFTER SCHOOL ENRICHMENT, ACTIVITIES, AND CAMPS PROGRAM, RFP. NO. 1-1314 – SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT:** Page 743  
EXHIBIT 22  
Approval of Agreement for the Operation of an After School Enrichment, Activities, and Camps Program with the South Orange County Community College District. This agreement will provide after school enrichment services to District students and the community, per the terms and conditions as specified in RFP No. 1-1314. The term of the agreement is from July 1, 2013, through June 30, 2014, with the option to renew, upon Board approval, for four one-year renewal periods. South Orange County Community College District will pay the District for the use of facilities as outlined in the agreement.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
23. **INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES – CONTROLTEC, INCORPORATED:** Page 837  
EXHIBIT 23  
Approval of the Independent Contractor Agreement for Special Services with Controltec, Incorporated to provide installation and support for the CenterTrack software program for tracking enrollment, tuition, and state program attendance reporting for the Early Childhood Programs Department. Currently, the Department is using two software management systems that do not interface with each other, causing double entry of information. The new software program will save time, money, and staff resources with the capability of a single data-entry system to manage both the state and fee-based preschool programs. Upon Board approval, the term of the agreement will be through June 30, 2014, with the option to renew annually for a period not-to-exceed four years. Expenditures under this agreement are limited to \$26,877 for the first year and \$15,084 at each renewal, paid from the state-funded preschool and the fee-based preschool programs.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
24. **DECLARATION OF SURPLUS ITEMS:** Page 869  
EXHIBIT 24  
Approval of the declaration of surplus items listed and described as surplus, and the approval of the public and private disposition of the surplus items in accordance with Education Code §§17545-17546 and Board Policy 3270. District schools and programs have accumulated various pieces of equipment, vehicles, materials, and other items that are beyond economical repair, obsolete, no longer required within the current curriculum, or necessary for any other school purpose. These items will be disposed of by public sale, or if no reasonable bids are received, by private sale for salvage. All items are subject to reallocation within the District prior to sale or disposal. Revenues from the sale are unknown. Sale proceeds may be deposited into the original fund from which the purchase was made.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

25. **AMENDMENT TO AGREEMENT BID NO. 1112-05, ELECTRICAL SUPPLIES AND MATERIALS – CONSOLIDATED ELECTRICAL DISTRIBUTORS, INCORPORATED:** Page 871  
EXHIBIT 25  
 Approval of Amendment to Agreement Bid No. 1112-05 for electrical supplies and materials with Consolidated Electrical Distributors, increasing the not-to-exceed amount to \$150,000 annually for additional supplies and materials required for projects throughout the District.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
26. **AWARD OF BID NO. 1314-02, FROZEN FOOD PRODUCTS – A & R WHOLESALE DISTRIBUTORS, INCORPORATED:** Page 883  
EXHIBIT 26  
 Approval of Award of Bid No. 1314-02 for frozen food products to A & R Wholesale Distributors, Incorporated. On April 24, 2013, the Board of Trustees authorized staff to advertise for bids. Documents were downloaded by nine vendors; four bids were received and opened on May 14, 2013. Low bid is determined by the vendor offering the lowest prices for the greatest number of items. A & R Wholesale Distributors is the lowest responsive, responsible bidder. One of the requirements of the bid is an online ordering system. A & R Wholesale Distributors is in the process of implementing an online system and has submitted screen tests for review. The deadline to have the system up and running is August 1, 2013, with District testing to start July 1, 2013. The initial contract term is July 1, 2013, through June 30, 2014, and may be extended by mutual agreement, and upon Board approval, for a renewal term not to exceed two additional one-year periods. Annual expenditures under this contract are limited to \$2,500,000, funded by Food and Nutrition Services.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
27. **EXTENSION OF BID NO. 1213-03, PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE – P & R PAPER SUPPLY COMPANY, INCORPORATED:** Page 899  
EXHIBIT 27  
 Approval of the Extension of Bid No. 1213-03 for paper and plastic products to be provided by P & R Paper Supply Company, 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 pricing at each contract renewal. The pricing in the attached renewal exhibit is either reduced or limited to the CPI increase. This extension provides 84 different items for purchase by Food and Nutrition Services. P & R Paper Supply Company responded and out of the 84 items they provide, 60 items remained at the same price, 21 items increased in price, and 3 items were discontinued. The price increases are due to a steady escalation of raw materials, manufacturing, and logistical cost components of products. Polypropylene resin producers have increased prices due to outages experienced in late December, and other operating cost increases. Annual expenditures under this contract are limited to \$240,000, funded by Food and Nutrition Services.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

28. **EXTENSION OF BID NO. 1112-03, BAKERY PRODUCTS – GOLD STAR FOODS:** Page 933  
EXHIBIT 28
- Approval of the Extension of Bid No. 1112-03 for bakery products to be provided by Gold Star Foods. 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 pricing at each contract renewal. The pricing in the attached renewal exhibit is either reduced or limited to the CPI increase. This extension provides 20 different bakery items for purchase by Food and Nutrition Services. Gold Star Foods responded and out of the 20 items they provide, 8 items remained at the same price, 10 items increased in price, 1 item decreased in price, and 1 item was discontinued. The price increases are due to an increase in the cost of staples such as wheat, flour, and dairy products. Annual expenditures under this contract are limited to \$150,000, funded by Food and Nutrition Services.
- CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

**PERSONNEL SERVICES**

29. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:** Page 953  
EXHIBIT 29
- 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*
30. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:** Page 967  
EXHIBIT 30
- 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*
31. **THIRD QUARTER REPORT REQUIRED BY THE WILLIAMS SETTLEMENT LEGISLATION, 2012-2013 SCHOOL YEAR:** Page 973  
EXHIBIT 31
- Acceptance of Williams Settlement Third Quarter School Accountability Report Card Verification Report. As a result of the Williams Settlement, Education Code §35186 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher vacancies or misassignments, facility conditions posing a threat to student/staff health or safety, and instruction and services for the California High School Exit Examination. Furthermore, the law requires any deficiencies or complaints be reported to the Board of Trustees at a regularly scheduled public meeting. There are no deficiencies or complaints to report for the third quarter. In addition, Education Code §1240(2)(H) requires the third quarter Williams Settlement Legislation report be provided to the Board at a regularly scheduled meeting.
- CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

**ROLL CALL:**

Trustee Addonizio \_\_\_\_\_

Trustee Hatton \_\_\_\_\_

Trustee Bryson \_\_\_\_\_

Trustee Pritchard \_\_\_\_\_

Trustee Hanacek \_\_\_\_\_

Trustee Reardon \_\_\_\_\_

Trustee Alpay \_\_\_\_\_

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

**ADJOURNMENT**

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY, JULY 10, 2013, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

For information regarding Capistrano Unified School District, please visit our website: [www.capousd.org](http://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

June 26, 2013

**2013-2014 BUDGET ADOPTION**

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**BACKGROUND INFORMATION**

In accordance with Article IV, §12 of the California Constitution, Governor Brown released his 2013-2014 fiscal year budget proposal in January. At its regular meeting of January 23, 2013, Trustees were informed of the potential impacts of the Governor's January budget proposal.

On Monday, May 14, 2013, the Governor released the May Budget Revision, which proposes funding based upon the Governor's Local Control Funding Formula (LCFF) in 2013-2014. The budget for the District is based upon the more conservative scenario of a 1.565 percent funded cost of living (COLA) until more clarity is received and to recognize the possibility that the Governor's plan may not be implemented in 2013-2014.

At the Board meeting on June 12, 2013, staff presented to Trustees a preliminary 2013-2014 budget, as well as the budget guidelines and assumptions to be used in the District's 2013-2014 final budget.

**CURRENT CONSIDERATIONS**

This agenda item requests Board approval of the 2013-2014 District budget. This final budget incorporates the revised budget assumptions per guidance provided by the Orange County Department of Education and School Services of California.

As required by law, the Board will also conduct a public hearing on the final budget. A copy of this agenda item has been available for public inspection, both in the lobby of the Education Center and posted on the District website, since Friday, June 14, 2013. Included in this packet of information are the following items:

- 2013-2014 Budget for District Funds
- School District Certification of the State Criteria and Standards and the Workers' Compensation Certification
- State Criteria and Standards
- 2013-2014 Budget Guidelines and Assumptions

**Final Budget Overview**

**Revenue Budget** – The final budget has been prepared based upon the revenue assumptions contained in the Governor's May Revise. The budget assumes a 1.565 percent statutory COLA revenue adjustment over 2012-2013 with a continuation of the 22.272 percent deficit factor applied to the base revenue limit (funding per student), yielding an increase of \$82 per student, compared to 2012-2013. Average Daily Attendance (ADA) for revenue limit funding is

EXHIBIT 2

projected to be 48,336.26 which is a decline of approximately 230 ADA from the prior year. The District is projecting a decline in enrollment of 143 in 2013-2014.

Most state categorical revenues are budgeted with no COLA.

Additionally, the budget includes approximately \$13.5 million in Tier III categorical flexibility.

**Expenditure Budget** – The 2013-2014 expenditure budget contains the cost of automatic step and column salary increases and projected health and welfare benefit premium increases, as applicable to the various bargaining units. Increases for statutory benefits and operational costs, as outlined in the budget assumptions, are included.

**Ending Fund Balance** – The final budget for 2013-2014 shows general fund revenues and other sources estimated at \$350 million with estimated expenditures and other uses of \$355 million. The unrestricted reserve for economic uncertainties is projected to be \$7.3 million, as of budget adoption. This reserve exceeds the two percent required reserve level.

**Revised Final Budget** – As required by law, staff will bring forward any adjustments to the District's budget necessitated by the state budget within 45 days after the adoption of the state budget.

### **FINANCIAL IMPLICATIONS**

The financial implications of this agenda item are presented in the attached documents.

### **STAFF RECOMMENDATION**

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

Following discussion, it is recommended the Board of Trustees adopt and approve the 2013-2014 Budget.

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
San Juan Capistrano, California

June 24, 2013

TO: Board of Trustees  
Joseph M. Farley, Superintendent  
Jane Boos, Manager, Board Operations

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

SUBJECT: **POWERPOINT PRESENTATION FOR JUNE 26, 2013**

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Attached is the PowerPoint presentation (Exhibit 2, Attachment 1) for this Wednesday's Board meeting.

Because the funding levels associated with the Governor's proposed Local Control Funding Formula are still not finalized until the Governor has signed the final budget, the District has taken a very conservative approach for assumptions in next year's budget. The budget only includes a Cost of Living Adjustment of 1.565 percent, although we understand that more funding is expected with the final budget.

The budget presented to the Board this Wednesday for approval assumes a status quo negotiated reduction of \$16.8 million to close the budget shortfall for next year. Status quo is the same number of furlough days, same class size, and same step and column freezes as were taken this year.

Because Education Code §42128 requires an adopted budget be submitted prior to June 30, 2013, the District has spoken to the Orange County Department of Education, and they have assured the District the County will conditionally approve the adopted budget on this Wednesday's agenda to give the District time to negotiate with each association and finalize a budget based on the Governor's signed budget. Within 45 days of the Governor signing the State budget, districts may make revisions in revenues and expenditures to reflect the funding made available by the Budget Act (Education Code §42127[i][4]).

The budget for approval on June 26, 2013, would only be in effect until the County has reviewed the budget per Education Code §42127 by August 15, 2013, or a revised budget is developed and approved prior to August 15, 2013.

EXHIBIT 2  
Attachment 1



**"Empowering  
Students for  
Success"**



# Capistrano Unified School District

## 2013-2014 Fiscal Year Budget

**June 26, 2013**

# State Budget

- Legislature has approved a 2013-2014 budget.
  - First time in almost 30 years the legislature has approved a budget before the statutory deadline.
- Governor has until the end of the month to sign budget and provide any line-item vetoes.
- Within 45 days of the Governor's signature each district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by the Budget Act (E.C. 42127[i][4]).



# Local Control Funding Formula

- The phase in period for LCFF would be 8 years rather than 7 years
- Increases the 2021 base grant target by \$537 as compared to the May Revise
- Lowers the supplemental grant level from 35% to 20%.
  - With the base grant increasing the supplemental grant is little changed in actual dollars.
- The concentration grant does not take effect until a district is at 55% rather than 50%
- Concentration grant increased to 50% of base rather than 35% (CUSD will not receive a concentration grant)
- Increasing the one-time Common Core Implementation funding 25% to \$1.25 billion

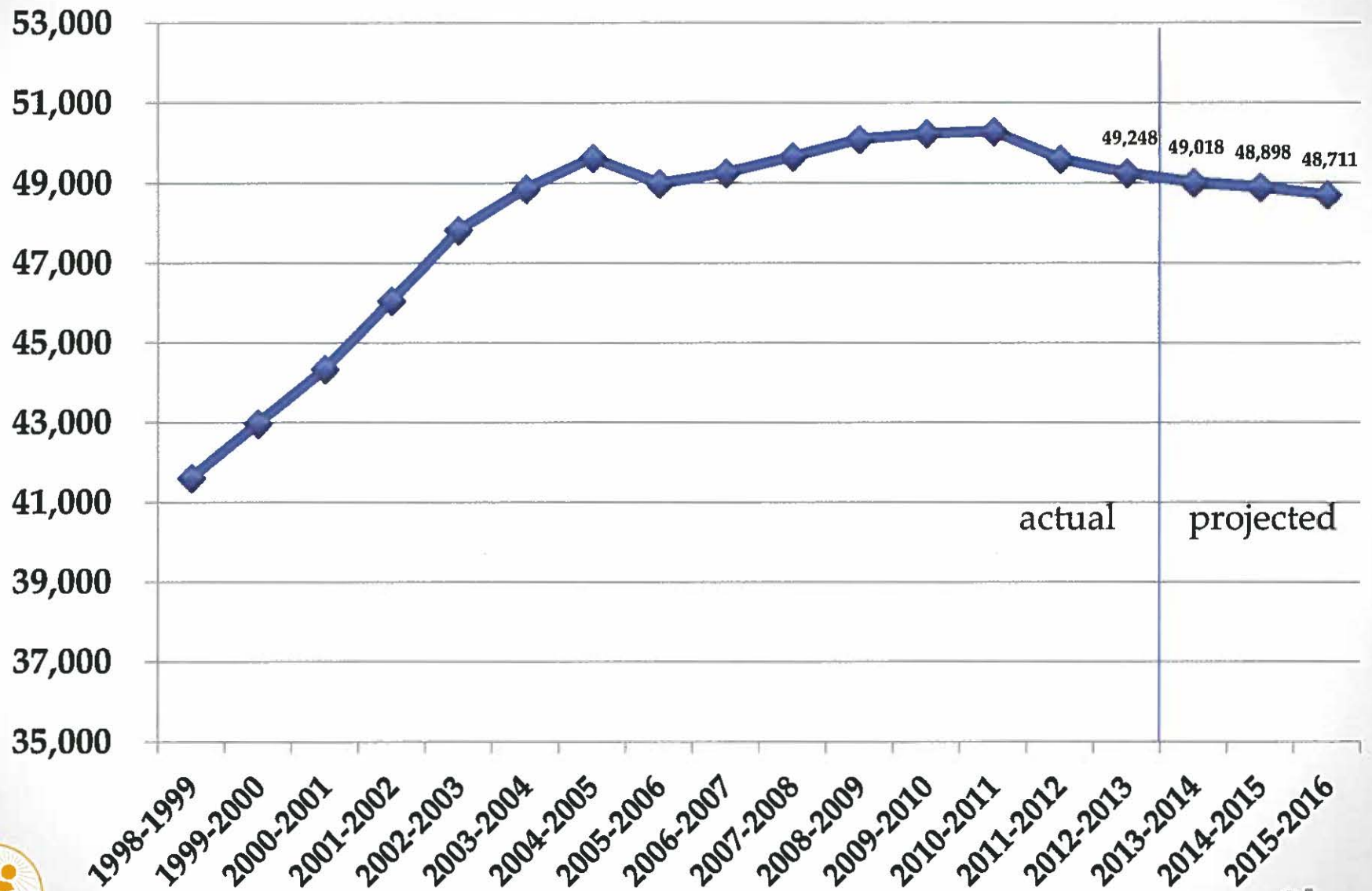


# District Budget

- First time since 2007-2008 additional funding is expected.
- This 2013-2014 budget still represents a COLA only budget until the impact of the final state budget for CUSD is calculated.
- Assumes negotiated reductions of \$16.8 to maintain required state reserve.
- Preliminary State budget information indicates district would receive about \$8 million more in ongoing funding compared to a COLA only budget.
- District will continue to maintain a conservative outlook on multi-year projections.
- Orange County Department of Education will conditionally approve District's budget pending agreements with associations in July 2013.
- A revised District budget based on the final signed State budget and negotiated reductions will be brought to the Board for approval in July 2013.



# Attendance History and Projections



Funded revenue limit ADA

# Multi-Year Projection

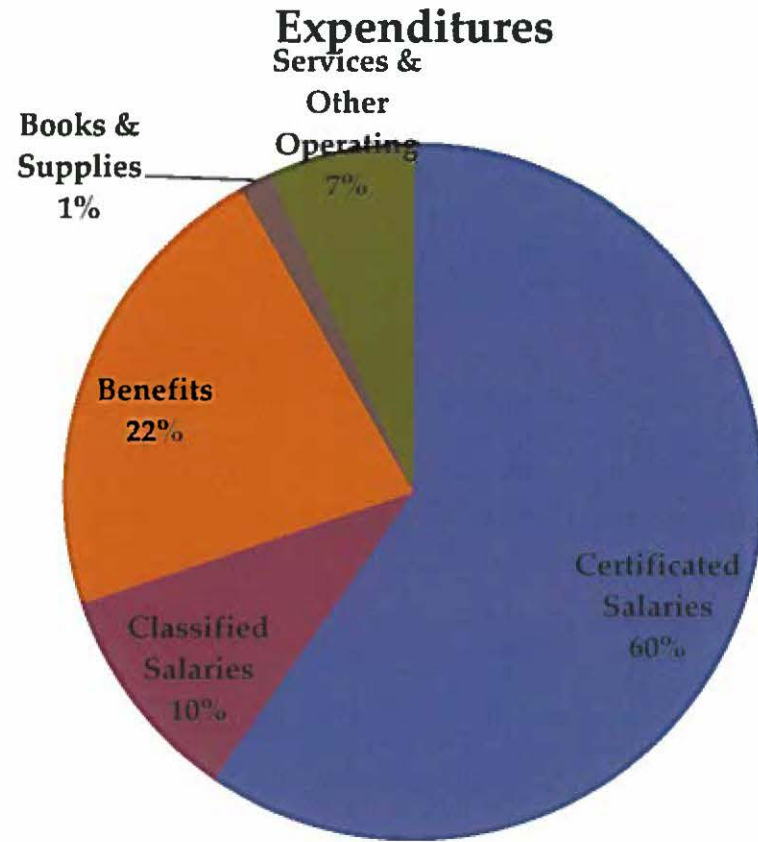
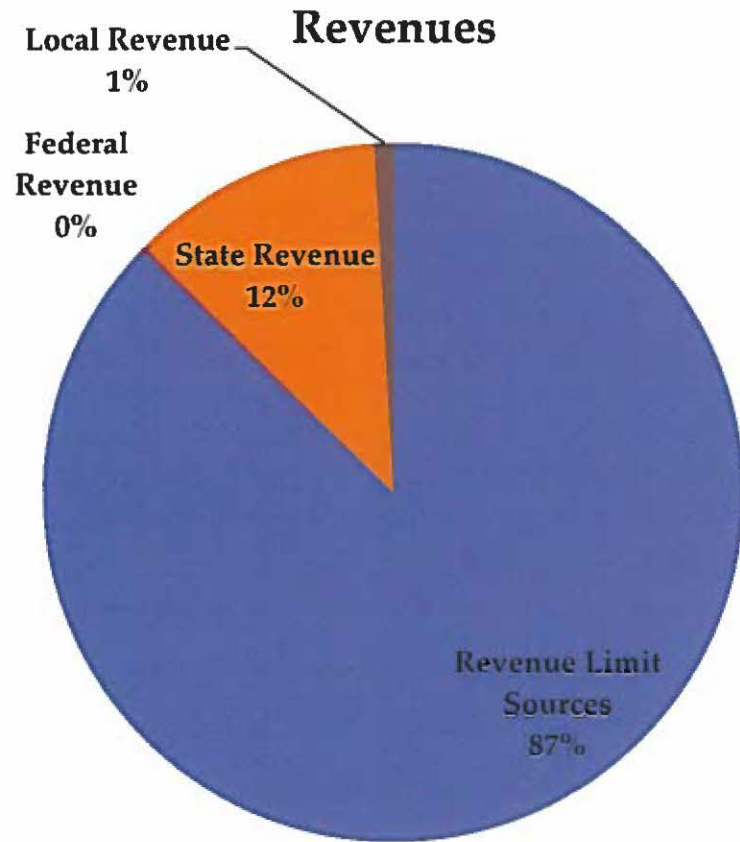
	2013-2014	2014-2015	2015-2016
<b>Projected Revenue</b>	\$291.30	\$295.84	\$301.26
<b>Beginning Balance</b>	12.66	8.98	7.95
<b>Total Available Sources</b>	303.96	304.83	309.21
<b>Projected Expenditures*</b>	244.68	245.83	249.13
<b>Contribution to Restricted Fund</b>	50.30	51.05	51.92
<b>Required Reserves</b>	8.95	7.62	7.62
<b>Available Balance</b>	\$.03	\$.33	\$.54

\* - Assumes reductions in each fiscal year



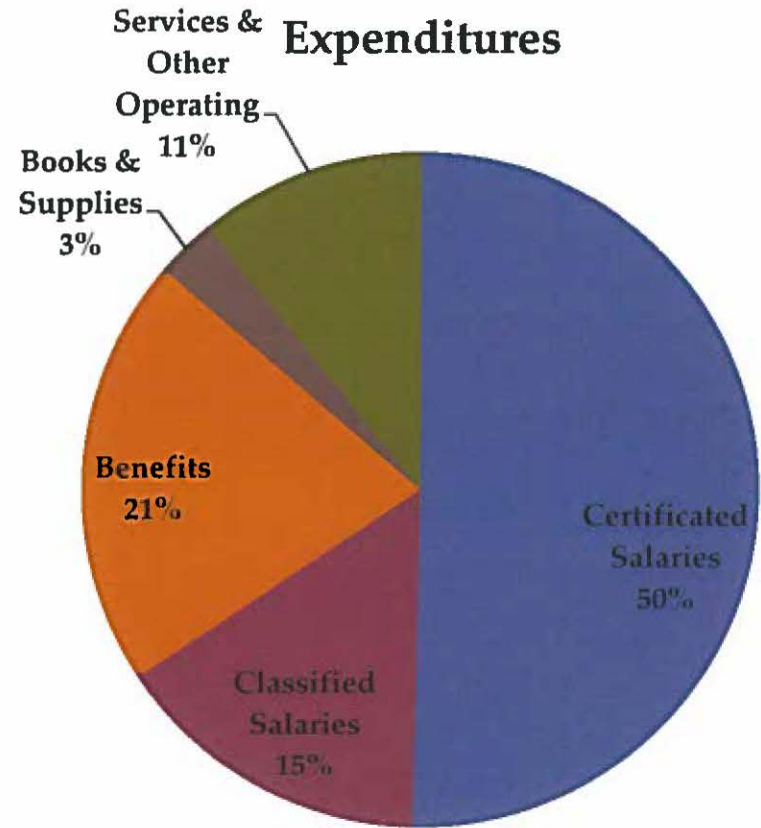
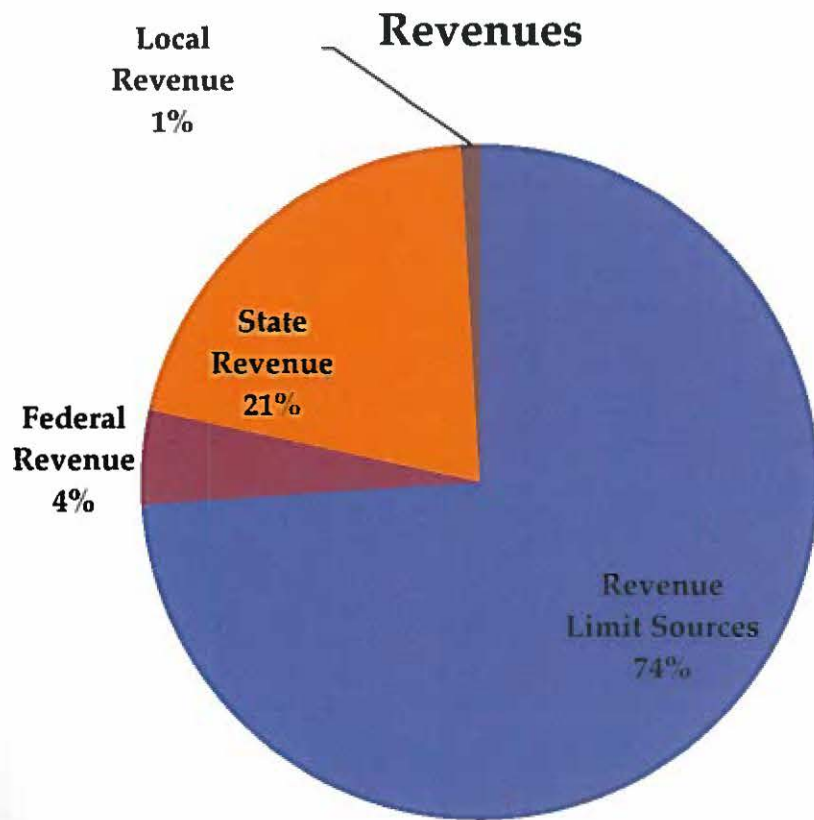
# Unrestricted Fund

## 2013-2014 Budget



# Unrestricted/Restricted Fund

## 2013-2014 Budget





# Other Potential Budget Impacts

- Additional contributions to the California State Teachers' Retirement System (STRS) may be required if the legislature enacts a new law.
- Additional contributions for the California Public Employees' Retirement System (CalPERS) may also be needed if the CalPERS board changes its rates.
- The Affordable Health Care Act also may impact the district budget.



# Item #2

## 2013-2014 Budget Adoption



Staff recommends approval of 2013-2014 Budget





## **Fiscal Solvency Statement**

In submitting the 2013-2014 Adopted Budget, the Board of Trustees understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years.

Due to the volatility of California's economic recovery and uncertainty with education funding, it is recognized that, if necessary, the District plans to implement \$20.5 million in ongoing budget reductions in 2014-2015.

With the 2013-2014 First Interim Report submission, the Board of Trustees will provide a 2014-2015 budget reduction plan along with an implementation timeline.



**ANNUAL BUDGET REPORT:**  
July 1, 2013 Single Budget Adoption

This budget was developed using the state-adopted Criteria and Standards. It was filed and adopted subsequent to a public hearing by the governing board of the school district. (Pursuant to Education Code sections 33129 and 42127)

Budget available for inspection at:

Public Hearing:

Place: Capistrano Unified School District  
Date: June 13, 2013

Place: Capistrano Unified School District  
Date: June 26, 2013  
Time: 07:00 PM

Adoption Date: June 26, 2013

Signed: \_\_\_\_\_  
Clerk/Secretary of the Governing Board  
(Original signature required)

Contact person for additional information on the budget reports:

Name: Philippa Geiger

Telephone: 949 234 9316

Title: Executive Director, Fiscal Services

E-mail: pkgeiger@capousd.org

**Criteria and Standards Review Summary**

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Revenue Limit	Projected change in revenue limit is within the standard for the budget and two subsequent fiscal years.		X

<b>CRITERIA AND STANDARDS (continued)</b>			<b>Met</b>	<b>Not Met</b>
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.	X	
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7a	Deferred Maintenance	SBX3 4 (Chapter 12, Statutes of 2009), as amended by SB 70 (Chapter 7, Statutes of 2011), eliminates the local match requirement for Deferred Maintenance from 2008-09 through 2014-15. Therefore, this item has been inactivated for that period.		
7b	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.		X
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

<b>SUPPLEMENTAL INFORMATION</b>			<b>No</b>	<b>Yes</b>
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?	X	

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?  • If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2012-13) annual payment?		X
			X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?  • If yes, are they lifetime benefits? • If yes, do benefits continue beyond age 65? • If yes, are benefits funded by pay-as-you-go?		X
			X	
			X	
				X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?		X
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:  • Certificated? (Section S8A, Line 1) • Classified? (Section S8B, Line 1) • Management/supervisor/confidential? (Section S8C, Line 1)		X
				X
				X

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



Description	Resource Codes	Object Codes	2012-13 Estimated Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) Revenue Limit Sources		8010-8099	252,132,503.00	4,992,020.00	257,124,523.00	252,191,904.00	5,243,532.00	257,435,436.00	0.1%
2) Federal Revenue		8100-8299	717,790.00	17,705,421.00	18,423,211.00	659,511.00	15,051,490.00	15,711,001.00	-14.7%
3) Other State Revenue		8300-8599	33,619,980.00	37,105,287.00	70,725,267.00	33,764,373.00	38,131,974.00	71,896,347.00	1.7%
4) Other Local Revenue		8600-8799	7,046,844.00	776,449.00	7,823,293.00	2,577,089.00	577,400.00	3,154,489.00	-59.7%
5) TOTAL REVENUES			293,517,117.00	60,579,177.00	354,096,294.00	289,192,877.00	59,004,396.00	348,197,273.00	-1.7%
<b>B. EXPENDITURES</b>									
1) Certificated Salaries		1000-1999	146,448,809.00	31,444,673.00	177,893,482.00	145,950,546.00	33,112,641.00	179,063,187.00	0.7%
2) Classified Salaries		2000-2999	26,663,380.00	26,792,218.77	53,455,598.77	24,878,180.00	29,436,485.00	54,314,665.00	1.6%
3) Employee Benefits		3000-3999	55,303,642.00	19,948,183.26	75,251,825.26	53,716,623.00	19,699,944.00	73,416,567.00	-2.4%
4) Books and Supplies		4000-4999	4,002,566.00	7,419,210.97	11,421,776.97	3,584,771.00	6,534,067.00	10,118,838.00	-11.4%
5) Services and Other Operating Expenditures		5000-5999	19,081,198.12	14,289,707.00	33,370,905.12	17,169,336.00	11,423,347.00	28,592,683.00	-14.3%
6) Capital Outlay		6000-6999	203,900.00	174,900.00	378,800.00	245,000.00	0.00	245,000.00	-35.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	3,921,781.88	6,398,174.00	10,319,955.88	3,927,363.00	6,391,845.00	10,319,208.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(4,554,221.00)	3,879,701.00	(674,520.00)	(4,792,985.00)	4,185,453.00	(607,532.00)	-9.9%
9) TOTAL EXPENDITURES			251,071,056.00	110,346,768.00	361,417,824.00	244,678,834.00	110,783,782.00	355,462,616.00	-1.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>									
			42,446,061.00	(49,767,591.00)	(7,321,530.00)	44,514,043.00	(51,779,386.00)	(7,265,343.00)	-0.8%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In		8900-8929	2,111,057.00	0.00	2,111,057.00	2,111,057.00	0.00	2,111,057.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(48,541,905.00)	48,541,905.00	0.00	(50,296,653.00)	50,296,653.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(46,430,848.00)	48,541,905.00	2,111,057.00	(48,185,596.00)	50,296,653.00	2,111,057.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(3,984,787.00)	(1,225,686.00)	(5,210,473.00)	(3,671,553.00)	(1,482,733.00)	(5,154,286.00)	-1.1%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	16,640,290.00	2,708,419.00	19,348,709.00	12,655,503.00	1,482,733.00	14,138,236.00	-26.9%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,640,290.00	2,708,419.00	19,348,709.00	12,655,503.00	1,482,733.00	14,138,236.00	-26.9%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			16,640,290.00	2,708,419.00	19,348,709.00	12,655,503.00	1,482,733.00	14,138,236.00	-26.9%
2) Ending Balance, June 30 (E + F1e)			12,655,503.00	1,482,733.00	14,138,236.00	8,983,950.00	0.00	8,983,950.00	-36.5%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	175,000.00	0.00	175,000.00	175,000.00	0.00	175,000.00	0.0%
Stores		9712	150,000.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	1,482,733.00	1,482,733.00	0.00	0.00	0.00	-100.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	1,880,000.00	0.00	1,880,000.00	1,333,012.00	0.00	1,333,012.00	-29.1%
Gifts resource 0400	0000	9780				1,183,012.00		1,183,012.00	
Teacher Development resource 0404	0000	9780				150,000.00		150,000.00	
Gifts 0400 resource	0000	9780	1,200,000.00		1,200,000.00				
Site Supply 0002 resource	0000	9780	500,000.00		500,000.00				
Teacher Development 0404 resource	0000	9780	180,000.00		180,000.00				
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	7,296,000.00	0.00	7,296,000.00	7,296,000.00	0.00	7,296,000.00	0.0%
Unassigned/Unappropriated Amount		9790	3,154,503.00	0.00	3,154,503.00	29,938.00	0.00	29,938.00	-99.1%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>G. ASSETS</b>									
1) Cash									
a) in County Treasury		9110	0.00	0.00	0.00				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Fund		9130	0.00	0.00	0.00				
d) with Fiscal Agent		9135	0.00	0.00	0.00				
e) collections awaiting deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	0.00	0.00				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			0.00	0.00	0.00				
<b>H. LIABILITIES</b>									
1) Accounts Payable		9500	0.00	0.00	0.00				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Deferred Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			0.00	0.00	0.00				
<b>I. FUND EQUITY</b>									
Ending Fund Balance, June 30 (G9 - H6)			0.00	0.00	0.00				

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>REVENUE LIMIT SOURCES</b>									
Principal Apportionment State Aid - Current Year		8011	(3,529,478.00)	0.00	(3,529,478.00)	(3,586,023.00)	0.00	(3,586,023.00)	1.6%
Education Protection Account State Aid - Current Year		8012	25,647,064.00	0.00	25,647,064.00	33,640,126.00	0.00	33,640,126.00	31.2%
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions Homeowners' Exemptions		8021	1,932,085.00	0.00	1,932,085.00	1,932,085.00	0.00	1,932,085.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes Secured Roll Taxes		8041	228,647,728.00	0.00	228,647,728.00	228,647,728.00	0.00	228,647,728.00	0.0%
Unsecured Roll Taxes		8042	8,701,493.00	0.00	8,701,493.00	8,701,493.00	0.00	8,701,493.00	0.0%
Prior Years' Taxes		8043	5,636,724.00	0.00	5,636,724.00	5,636,724.00	0.00	5,636,724.00	0.0%
Supplemental Taxes		8044	2,223,252.00	0.00	2,223,252.00	2,223,252.00	0.00	2,223,252.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(2,974,667.00)	0.00	(2,974,667.00)	(2,974,667.00)	0.00	(2,974,667.00)	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	5,778,434.00	0.00	5,778,434.00	1,243,694.00	0.00	1,243,694.00	-78.5%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-Revenue Limit (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Subtotal, Revenue Limit Sources</b>			<b>272,062,635.00</b>	<b>0.00</b>	<b>272,062,635.00</b>	<b>275,464,412.00</b>	<b>0.00</b>	<b>275,464,412.00</b>	<b>1.3%</b>
<b>Revenue Limit Transfers</b>									
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	(4,992,020.00)		(4,992,020.00)	(5,243,532.00)		(5,243,532.00)	5.0%
Continuation Education ADA Transfer	2200	8091		0.00	0.00		0.00	0.00	0.0%
Community Day Schools Transfer	2430	8091		0.00	0.00		0.00	0.00	0.0%
Special Education ADA Transfer	6500	8091		4,992,020.00	4,992,020.00		5,243,532.00	5,243,532.00	5.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	397,245.00	0.00	397,245.00	398,053.00	0.00	398,053.00	0.2%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(15,335,357.00)	0.00	(15,335,357.00)	(18,427,029.00)	0.00	(18,427,029.00)	20.2%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, REVENUE LIMIT SOURCES</b>			<b>252,132,503.00</b>	<b>4,992,020.00</b>	<b>257,124,523.00</b>	<b>252,191,904.00</b>	<b>5,243,532.00</b>	<b>257,435,436.00</b>	<b>0.1%</b>
<b>FEDERAL REVENUE</b>									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	7,859,241.00	7,859,241.00	0.00	7,214,783.00	7,214,783.00	-8.2%
Special Education Discretionary Grants		8182	0.00	1,697,033.00	1,697,033.00	0.00	1,254,961.00	1,254,961.00	-26.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	3,631.00	3,631.00	0.00	0.00	0.00	-100.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290		4,654,220.00	4,654,220.00		3,715,146.00	3,715,146.00	-20.2%
NCLB: Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290		1,012,120.00	1,012,120.00		838,193.00	838,193.00	-17.2%
NCLB: Title III, Immigrant Educator Program	4201	8290		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290		568,084.00	568,084.00		521,501.00	521,501.00	-8.2%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other No Child Left Behind	3011-3020, 3026-3205, 4036-4126, 5510	8290		362,837.00	362,837.00		0.00	0.00	-100.0%
Vocational and Applied Technology Education	3500-3699	8290		246,686.00	246,686.00		222,017.00	222,017.00	-10.0%
Safe and Drug Free Schools	3700-3799	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	717,790.00	1,301,569.00	2,019,359.00	659,511.00	1,284,889.00	1,944,400.00	-3.7%
<b>TOTAL, FEDERAL REVENUE</b>			<b>717,790.00</b>	<b>17,705,421.00</b>	<b>18,423,211.00</b>	<b>659,511.00</b>	<b>15,051,490.00</b>	<b>15,711,001.00</b>	<b>-14.7%</b>
<b>OTHER STATE REVENUE</b>									
Other State Apportionments									
Community Day School Additional Funding Current Year	2430	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	2430	8319		0.00	0.00		0.00	0.00	0.0%
ROC/P Entitlement Current Year	6355-6360	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6355-6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311		24,488,990.00	24,488,990.00		26,227,373.00	26,227,373.00	7.1%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
Home-to-School Transportation	7230	8311		704,116.00	704,116.00		704,116.00	704,116.00	0.0%
Economic Impact Aid	7090-7091	8311		3,475,540.00	3,475,540.00		3,475,540.00	3,475,540.00	0.0%
Spec. Ed. Transportation	7240	8311		1,818,187.00	1,818,187.00		1,818,187.00	1,818,187.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	35,397.00	203,731.00	239,128.00	35,397.00	203,731.00	239,128.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	6,951,861.00	0.00	6,951,861.00	6,600,000.00	0.00	6,600,000.00	-5.1%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	1,419,975.00	0.00	1,419,975.00	2,217,597.00	0.00	2,217,597.00	56.2%
Lottery - Unrestricted and Instructional Materials		8560	6,804,288.00	1,884,885.00	8,689,173.00	6,534,924.00	1,581,030.00	8,115,954.00	-6.6%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources									
School Based Coordination Program	7250	8590		0.00	0.00		0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		562,500.00	562,500.00		562,500.00	562,500.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650-6690	8590		0.00	0.00		0.00	0.00	0.0%
Healthy Start	6240	8590		0.00	0.00		0.00	0.00	0.0%
Class Size Reduction Facilities	6200	8590		0.00	0.00		0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		401,300.00	401,300.00		0.00	0.00	-100.0%
All Other State Revenue	All Other	8590	18,408,459.00	3,566,038.00	21,974,497.00	18,376,455.00	3,559,497.00	21,935,952.00	-0.2%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>33,619,980.00</b>	<b>37,105,287.00</b>	<b>70,725,267.00</b>	<b>33,784,373.00</b>	<b>38,131,974.00</b>	<b>71,896,347.00</b>	<b>1.7%</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>OTHER LOCAL REVENUE</b>									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds									
Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue									
Limit Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	6,500.00	0.00	6,500.00	6,500.00	0.00	6,500.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	1,431,623.00	0.00	1,431,623.00	1,598,724.00	0.00	1,598,724.00	11.7%
Interest		8660	372,500.00	0.00	372,500.00	285,025.00	0.00	285,025.00	-23.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	441,500.00	441,500.00	0.00	441,500.00	441,500.00	0.0%
Transportation Services	7230, 7240	8677		0.00	0.00		0.00	0.00	0.0%
Interagency Services	All Other	8677	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Misc Funds Non-Revenue Limit (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	4,961,221.00	274,949.00	5,236,170.00	414,500.00	75,900.00	490,400.00	-90.6%
Tuition		8710	250,000.00	0.00	250,000.00	250,000.00	0.00	250,000.00	0.0%
All Other Transfers In		8781-8783	25,000.00	0.00	25,000.00	22,340.00	0.00	22,340.00	-10.6%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6500	8793		60,000.00	60,000.00		60,000.00	60,000.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>7,046,844.00</b>	<b>776,449.00</b>	<b>7,823,293.00</b>	<b>2,577,089.00</b>	<b>577,400.00</b>	<b>3,154,489.00</b>	<b>-59.7%</b>
<b>TOTAL, REVENUES</b>			<b>293,517,117.00</b>	<b>60,579,177.00</b>	<b>354,096,294.00</b>	<b>289,192,877.00</b>	<b>59,004,396.00</b>	<b>348,197,273.00</b>	<b>-1.7%</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>CERTIFICATED SALARIES</b>									
Certificated Teachers' Salaries		1100	131,202,352.00	23,161,097.00	154,363,449.00	131,135,184.00	24,228,382.00	155,363,566.00	0.6%
Certificated Pupil Support Salaries		1200	2,995,455.00	4,132,858.00	7,128,313.00	2,766,421.00	4,865,870.00	7,632,291.00	7.1%
Certificated Supervisors' and Administrators' Salaries		1300	11,756,750.00	1,900,393.00	13,657,143.00	11,641,663.00	1,998,647.00	13,640,310.00	-0.1%
Other Certificated Salaries		1900	494,252.00	2,250,325.00	2,744,577.00	407,278.00	2,019,742.00	2,427,020.00	-11.6%
<b>TOTAL CERTIFICATED SALARIES</b>			<b>146,448,809.00</b>	<b>31,444,673.00</b>	<b>177,893,482.00</b>	<b>145,950,546.00</b>	<b>33,112,641.00</b>	<b>179,063,187.00</b>	<b>0.7%</b>
<b>CLASSIFIED SALARIES</b>									
Classified Instructional Salaries		2100	1,088,993.00	11,384,781.00	12,473,774.00	736,384.00	13,018,493.00	13,754,877.00	10.3%
Classified Support Salaries		2200	11,079,643.00	11,794,285.00	22,873,928.00	10,216,765.00	12,359,700.00	22,576,465.00	-1.3%
Classified Supervisors' and Administrators' Salaries		2300	1,335,234.00	1,002,572.00	2,337,806.00	1,392,022.00	1,107,171.00	2,499,193.00	6.9%
Clerical, Technical and Office Salaries		2400	11,113,837.00	1,311,382.77	12,425,219.77	10,475,305.00	1,460,809.00	11,956,114.00	-3.8%
Other Classified Salaries		2900	2,045,673.00	1,299,198.00	3,344,871.00	2,057,704.00	1,470,312.00	3,528,016.00	5.5%
<b>TOTAL CLASSIFIED SALARIES</b>			<b>26,663,380.00</b>	<b>26,792,218.77</b>	<b>53,455,598.77</b>	<b>24,878,180.00</b>	<b>29,436,485.00</b>	<b>54,314,665.00</b>	<b>1.6%</b>
<b>EMPLOYEE BENEFITS</b>									
STRS		3101-3102	12,148,522.00	2,577,534.98	14,726,056.98	12,158,961.00	2,706,443.00	14,865,404.00	0.9%
PERS		3201-3202	2,699,632.00	2,407,648.07	5,107,280.07	2,555,475.00	2,539,515.00	5,094,990.00	-0.2%
OASDI/Medicare/Alternative		3301-3302	3,971,652.00	2,245,157.76	6,216,809.76	3,812,150.00	2,396,587.00	6,208,737.00	-0.1%
Health and Welfare Benefits		3401-3402	27,824,151.00	10,236,414.76	38,060,565.76	28,600,463.00	10,389,091.00	38,989,554.00	2.4%
Unemployment Insurance		3501-3502	1,885,510.00	662,243.90	2,547,753.90	90,976.00	33,945.00	124,921.00	-95.1%
Workers' Compensation		3601-3602	2,928,755.00	1,157,807.14	4,086,562.14	2,585,051.00	925,089.00	3,510,140.00	-14.1%
OPEB, Allocated		3701-3702	461,101.00	155,443.47	616,544.47	489,249.00	165,477.00	654,726.00	6.2%
OPEB, Active Employees		3751-3752	743,800.00	243,360.87	987,160.87	794,456.00	263,080.00	1,057,536.00	7.1%
PERS Reduction		3801-3802	124,336.00	217,333.00	341,669.00	109,149.00	234,040.00	343,189.00	0.4%
Other Employee Benefits		3901-3902	2,516,183.00	45,239.31	2,561,422.31	2,520,693.00	46,677.00	2,567,370.00	0.2%
<b>TOTAL EMPLOYEE BENEFITS</b>			<b>55,303,642.00</b>	<b>19,948,183.26</b>	<b>75,251,825.26</b>	<b>53,716,623.00</b>	<b>19,699,944.00</b>	<b>73,416,567.00</b>	<b>-2.4%</b>
<b>BOOKS AND SUPPLIES</b>									
Approved Textbooks and Core Curricula Materials		4100	180,588.00	1,129,567.00	1,310,155.00	0.00	2,030,040.00	2,030,040.00	54.9%
Books and Other Reference Materials		4200	19,647.00	24,078.00	43,725.00	0.00	3,078.00	3,078.00	-93.0%
Materials and Supplies		4300	3,016,961.00	5,806,210.97	8,823,171.97	3,133,271.00	4,213,963.00	7,347,234.00	-16.7%
Noncapitalized Equipment		4400	785,370.00	459,355.00	1,244,725.00	451,500.00	286,986.00	738,486.00	-40.7%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL BOOKS AND SUPPLIES</b>			<b>4,002,566.00</b>	<b>7,419,210.97</b>	<b>11,421,776.97</b>	<b>3,584,771.00</b>	<b>6,534,067.00</b>	<b>10,118,838.00</b>	<b>-11.4%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>									
Subagreements for Services		5100	10,000.00	4,155,215.00	4,165,215.00	10,000.00	1,734,894.00	1,744,894.00	-58.1%
Travel and Conferences		5200	282,415.00	322,204.00	604,619.00	248,333.00	280,233.00	528,566.00	-12.6%
Dues and Memberships		5300	13,010.00	3,350.00	16,360.00	6,860.00	3,305.00	10,165.00	-37.9%
Insurance		5400 - 5450	2,300,000.00	0.00	2,300,000.00	2,500,000.00	0.00	2,500,000.00	8.7%
Operations and Housekeeping Services		5500	9,325,000.00	0.00	9,325,000.00	9,525,000.00	0.00	9,525,000.00	2.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,009,598.12	2,797,501.00	4,807,099.12	1,702,233.00	3,436,380.00	5,138,613.00	6.9%
Transfers of Direct Costs		5710	(6,795.00)	6,795.00	0.00	(33,316.00)	33,316.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(240,675.00)	0.00	(240,675.00)	(203,364.00)	0.00	(203,364.00)	-15.5%
Professional/Consulting Services and Operating Expenditures		5800	4,597,420.00	6,999,542.00	11,596,962.00	2,618,065.00	5,930,119.00	8,548,184.00	-26.3%
Communications		5900	791,225.00	5,100.00	796,325.00	795,525.00	5,100.00	800,625.00	0.5%
<b>TOTAL SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>19,081,198.12</b>	<b>14,289,707.00</b>	<b>33,370,905.12</b>	<b>17,169,336.00</b>	<b>11,423,347.00</b>	<b>28,592,683.00</b>	<b>-14.3%</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>CAPITAL OUTLAY</b>									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	59,900.00	59,900.00	0.00	0.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	203,900.00	115,000.00	318,900.00	245,000.00	0.00	245,000.00	-23.2%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL CAPITAL OUTLAY</b>			<b>203,900.00</b>	<b>174,900.00</b>	<b>378,800.00</b>	<b>245,000.00</b>	<b>0.00</b>	<b>245,000.00</b>	<b>-35.3%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>									
<b>Tuition</b>									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments to Districts or Charter Schools		7141	0.00	80,948.00	80,948.00	0.00	80,948.00	80,948.00	0.0%
Payments to County Offices		7142	0.00	5,919,106.00	5,919,106.00	0.00	5,919,106.00	5,919,106.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		310,985.00	310,985.00		310,985.00	310,985.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments All Other	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	2,479,938.00	37,318.00	2,517,256.00	2,472,935.00	30,990.00	2,503,925.00	-0.5%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	251,278.71	12,953.00	264,231.71	175,873.00	8,614.00	184,487.00	-30.2%
Other Debt Service - Principal		7439	1,190,565.17	36,864.00	1,227,429.17	1,278,555.00	41,202.00	1,319,757.00	7.5%
<b>TOTAL OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>3,921,781.88</b>	<b>6,398,174.00</b>	<b>10,319,955.88</b>	<b>3,927,363.00</b>	<b>6,391,845.00</b>	<b>10,319,208.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>									
Transfers of Indirect Costs		7310	(3,879,701.00)	3,879,701.00	0.00	(4,185,453.00)	4,185,453.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(674,520.00)	0.00	(674,520.00)	(607,532.00)	0.00	(607,532.00)	-9.9%
<b>TOTAL OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>(4,554,221.00)</b>	<b>3,879,701.00</b>	<b>(674,520.00)</b>	<b>(4,792,985.00)</b>	<b>4,185,453.00</b>	<b>(607,532.00)</b>	<b>-9.9%</b>
<b>TOTAL EXPENDITURES</b>			<b>251,071,056.00</b>	<b>110,346,768.00</b>	<b>361,417,824.00</b>	<b>244,678,834.00</b>	<b>110,783,782.00</b>	<b>355,462,616.00</b>	<b>-1.6%</b>



Description	Resource Codes	Object Codes	2012-13 Estimated Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>INTERFUND TRANSFERS</b>									
<b>INTERFUND TRANSFERS IN</b>									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,111,057.00	0.00	2,111,057.00	2,111,057.00	0.00	2,111,057.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>2,111,057.00</b>	<b>0.00</b>	<b>2,111,057.00</b>	<b>2,111,057.00</b>	<b>0.00</b>	<b>2,111,057.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>									
<b>SOURCES</b>									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>									
Contributions from Unrestricted Revenues		8980	(48,541,905.00)	48,541,905.00	0.00	(50,296,653.00)	50,296,653.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>(48,541,905.00)</b>	<b>48,541,905.00</b>	<b>0.00</b>	<b>(50,296,653.00)</b>	<b>50,296,653.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> <b>(a - b + c - d + e)</b>			<b>(46,430,848.00)</b>	<b>48,541,905.00</b>	<b>2,111,057.00</b>	<b>(48,185,596.00)</b>	<b>50,296,653.00</b>	<b>2,111,057.00</b>	<b>0.0%</b>

Description	Function Codes	Object Codes	2012-13 Estimated Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) Revenue Limit Sources		8010-8099	252,132,503.00	4,992,020.00	257,124,523.00	252,191,904.00	5,243,532.00	257,435,436.00	-1.9%
2) Federal Revenue		8100-8299	717,790.00	17,705,421.00	18,423,211.00	659,511.00	15,051,490.00	15,711,001.00	-14.7%
3) Other State Revenue		8300-8599	33,619,980.00	37,105,287.00	70,725,267.00	33,764,373.00	38,131,974.00	71,896,347.00	1.7%
4) Other Local Revenue		8600-8799	7,046,844.00	776,449.00	7,823,293.00	2,577,089.00	577,400.00	3,154,489.00	-59.7%
5) TOTAL, REVENUES			293,517,117.00	60,579,177.00	354,096,294.00	289,192,877.00	59,004,396.00	348,197,273.00	-3.1%
<b>B. EXPENDITURES (Objects 1000-7999)</b>									
1) Instruction	1000-1999		177,978,277.00	59,658,754.62	237,637,031.62	175,609,466.00	58,830,296.00	234,439,762.00	-1.3%
2) Instruction - Related Services	2000-2999		26,749,004.00	9,109,396.38	35,858,400.38	24,680,107.00	8,585,251.00	33,265,358.00	-7.2%
3) Pupil Services	3000-3999		8,748,898.00	20,741,328.00	29,490,226.00	8,675,620.00	21,470,358.00	30,145,978.00	2.2%
4) Ancillary Services	4000-4999		2,319,080.00	0.00	2,319,080.00	2,303,081.00	0.00	2,303,081.00	-0.7%
5) Community Services	5000-5999		2,472.00	0.00	2,472.00	0.00	0.00	0.00	-100.0%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		11,148,150.12	3,884,360.00	15,032,510.12	10,741,096.00	4,185,453.00	14,926,549.00	-0.7%
8) Plant Services	8000-8999		20,203,393.00	10,554,755.00	30,758,148.00	18,742,101.00	11,320,579.00	30,062,680.00	-2.3%
9) Other Outgo	9000-9999	Except 7600-7699	3,921,781.88	6,398,174.00	10,319,955.88	3,927,363.00	6,391,845.00	10,319,208.00	0.0%
10) TOTAL, EXPENDITURES			251,071,056.00	110,346,768.00	361,417,824.00	244,678,834.00	110,783,782.00	355,462,616.00	-1.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>									
			42,446,061.00	(49,767,591.00)	(7,321,530.00)	44,514,043.00	(51,779,386.00)	(7,265,343.00)	-0.8%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In		8900-8929	2,111,057.00	0.00	2,111,057.00	2,111,057.00	0.00	2,111,057.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(48,541,905.00)	48,541,905.00	0.00	(50,296,653.00)	50,296,653.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(46,430,848.00)	48,541,905.00	2,111,057.00	(48,185,596.00)	50,296,653.00	2,111,057.00	0.0%

Description	Function Codes	Object Codes	2012-13 Estimated Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(3,984,787.00)	(1,225,686.00)	(5,210,473.00)	(3,671,553.00)	(1,482,733.00)	(5,154,286.00)	-1.1%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	16,640,290.00	2,708,419.00	19,348,709.00	12,655,503.00	1,482,733.00	14,138,236.00	-26.9%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			16,640,290.00	2,708,419.00	19,348,709.00	12,655,503.00	1,482,733.00	14,138,236.00	-26.9%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			16,640,290.00	2,708,419.00	19,348,709.00	12,655,503.00	1,482,733.00	14,138,236.00	-26.9%
2) Ending Balance, June 30 (E + F1e)			12,655,503.00	1,482,733.00	14,138,236.00	8,983,950.00	0.00	8,983,950.00	-36.5%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	175,000.00	0.00	175,000.00	175,000.00	0.00	175,000.00	0.0%
Stores		9712	150,000.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	1,482,733.00	1,482,733.00	0.00	0.00	0.00	-100.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	1,880,000.00	0.00	1,880,000.00	1,333,012.00	0.00	1,333,012.00	-29.1%
Gifts resource 0400	0000	9780				1,183,012.00		1,183,012.00	
Teacher Development resource 0404	0000	9780				150,000.00		150,000.00	
Gifts 0400 resource	0000	9780	1,200,000.00		1,200,000.00				
Site Supply 0002 resource	0000	9780	500,000.00		500,000.00				
Teacher Development 0404 resource	0000	9780	180,000.00		180,000.00				
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	7,296,000.00	0.00	7,296,000.00	7,296,000.00	0.00	7,296,000.00	0.0%
Unassigned/Unappropriated Amount		9790	3,154,503.00	0.00	3,154,503.00	29,938.00	0.00	29,938.00	-99.1%

<b>Resource</b>	<b>Description</b>	<b>2012-13 Estimated Actuals</b>	<b>2013-14 Budget</b>
5640	Medi-Cal Billing Option	119,966.00	0.00
5650	FEMA Public Assistance Funds	672,767.00	0.00
6300	Lottery: Instructional Materials	600,000.00	0.00
7090	Economic Impact Aid (EIA): State Compensatory Education (SCE)	90,000.00	0.00
Total, Restricted Balance		1,482,733.00	0.00

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	320,323.00	320,550.00	0.1%
3) Other State Revenue		8300-8599	1,692,345.00	1,692,345.00	0.0%
4) Other Local Revenue		8600-8799	2,362,875.00	347,097.00	-85.3%
5) TOTAL, REVENUES			4,375,543.00	2,359,992.00	-46.1%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	1,328,505.00	882,100.00	-33.6%
2) Classified Salaries		2000-2999	486,307.00	180,750.00	-62.8%
3) Employee Benefits		3000-3999	351,847.00	196,897.00	-44.0%
4) Books and Supplies		4000-4999	30,423.00	13,500.00	-55.6%
5) Services and Other Operating Expenditures		5000-5999	1,018,510.00	53,400.00	-94.8%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	74,374.00	0.00	-100.0%
9) TOTAL, EXPENDITURES			3,289,966.00	1,326,647.00	-59.7%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			1,085,577.00	1,033,345.00	-4.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	911,057.00	911,057.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(911,057.00)	(911,057.00)	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			174,520.00	122,288.00	-29.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	174,520.00	New
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	174,520.00	New
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	174,520.00	New
2) Ending Balance, June 30 (E + F1e)			174,520.00	296,808.00	70.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	174,520.00	296,808.00	70.1%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 - H6)			0.00		

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
No Child Left Behind	3105, 3200, 4045	8290	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	320,323.00	320,550.00	0.1%
<b>TOTAL, FEDERAL REVENUE</b>			<b>320,323.00</b>	<b>320,550.00</b>	<b>0.1%</b>
<b>OTHER STATE REVENUE</b>					
Other State Apportionments					
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.0%
All Other State Revenue		8590	1,692,345.00	1,692,345.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>1,692,345.00</b>	<b>1,692,345.00</b>	<b>0.0%</b>



Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	5,100.00	3,500.00	-31.4%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Adult Education Fees		8671	160,000.00	180,000.00	12.5%
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	2,197,775.00	163,597.00	-92.6%
Tuition		8710	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>2,362,875.00</b>	<b>347,097.00</b>	<b>-85.3%</b>
<b>TOTAL, REVENUES</b>			<b>4,375,543.00</b>	<b>2,359,992.00</b>	<b>-46.1%</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	1,044,853.00	607,100.00	-41.9%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	283,652.00	275,000.00	-3.1%
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>1,328,505.00</b>	<b>882,100.00</b>	<b>-33.6%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	231,508.00	42,100.00	-81.8%
Classified Support Salaries		2200	44,515.00	44,500.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	168,798.00	80,650.00	-52.2%
Other Classified Salaries		2900	41,486.00	13,500.00	-67.5%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>486,307.00</b>	<b>180,750.00</b>	<b>-62.8%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	108,749.00	78,791.00	-27.5%
PERS		3201-3202	43,178.00	14,005.00	-67.6%
OASDI/Medicare/Alternative		3301-3302	46,887.00	22,595.00	-51.8%
Health and Welfare Benefits		3401-3402	82,712.00	59,331.00	-28.3%
Unemployment Insurance		3501-3502	20,645.00	510.00	-97.5%
Workers' Compensation		3601-3602	37,532.00	15,282.00	-59.3%
OPEB, Allocated		3701-3702	5,067.00	2,750.00	-45.7%
OPEB, Active Employees		3751-3752	2,576.00	1,324.00	-48.6%
PERS Reduction		3801-3802	3,125.00	1,603.00	-48.7%
Other Employee Benefits		3901-3902	1,376.00	706.00	-48.7%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>351,847.00</b>	<b>196,897.00</b>	<b>-44.0%</b>
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	128.00	0.00	-100.0%
Materials and Supplies		4300	25,387.00	13,500.00	-46.8%
Noncapitalized Equipment		4400	4,908.00	0.00	-100.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>30,423.00</b>	<b>13,500.00</b>	<b>-55.6%</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	5,607.00	3,000.00	-46.5%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,000.00	1,500.00	50.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	27,926.00	8,000.00	-71.4%
Professional/Consulting Services and Operating Expenditures		5800	983,899.00	40,900.00	-95.8%
Communications		5900	78.00	0.00	-100.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>1,018,510.00</b>	<b>53,400.00</b>	<b>-94.8%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Tuition					
Tuition, Excess Costs, and/or Deficit Payments					
Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	74,374.00	0.00	-100.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			74,374.00	0.00	-100.0%
<b>TOTAL, EXPENDITURES</b>			3,289,966.00	1,326,647.00	-59.7%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	911,057.00	911,057.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>911,057.00</b>	<b>911,057.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>(911,057.00)</b>	<b>(911,057.00)</b>	<b>0.0%</b>

Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	320,323.00	320,550.00	0.1%
3) Other State Revenue		8300-8599	1,692,345.00	1,692,345.00	0.0%
4) Other Local Revenue		8600-8799	2,362,875.00	347,097.00	-85.3%
5) TOTAL REVENUES			4,375,543.00	2,359,992.00	-46.1%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		779,981.00	820,689.00	5.2%
2) Instruction - Related Services	2000-2999		402,797.00	347,861.00	-13.6%
3) Pupil Services	3000-3999		66,776.00	44,500.00	-33.4%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		1,966,038.00	113,597.00	-94.2%
7) General Administration	7000-7999		74,374.00	0.00	-100.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL EXPENDITURES			3,289,966.00	1,326,647.00	-59.7%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			1,085,577.00	1,033,345.00	-4.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	911,057.00	911,057.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(911,057.00)	(911,057.00)	0.0%

Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			174,520.00	122,288.00	-29.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	174,520.00	New
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	174,520.00	New
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	174,520.00	New
2) Ending Balance, June 30 (E + F1e)			174,520.00	296,808.00	70.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	174,520.00	296,808.00	70.1%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2012-13 Estimated Actuals</b>	<b>2013-14 Budget</b>
	Total, Restricted Balance	0.00	0.00



Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	149,671.00	143,684.00	-4.0%
3) Other State Revenue		8300-8599	2,061,021.00	2,061,021.00	0.0%
4) Other Local Revenue		8600-8799	3,139,449.00	2,823,510.00	-10.1%
5) TOTAL REVENUES			5,350,141.00	5,028,215.00	-6.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	1,794,496.00	1,744,910.00	-2.8%
2) Classified Salaries		2000-2999	1,442,650.00	1,551,979.00	7.6%
3) Employee Benefits		3000-3999	1,191,543.00	1,182,714.00	-0.7%
4) Books and Supplies		4000-4999	439,720.00	174,002.00	-60.4%
5) Services and Other Operating Expenditures		5000-5999	282,620.00	236,020.00	-16.5%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	226,149.00	210,070.00	-7.1%
9) TOTAL EXPENDITURES			5,377,178.00	5,099,695.00	-5.2%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(27,037.00)	(71,480.00)	164.4%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(27,037.00)	(71,480.00)	164.4%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	820,949.00	793,912.00	-3.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			820,949.00	793,912.00	-3.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			820,949.00	793,912.00	-3.3%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	793,912.00	722,432.00	-9.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 - H6)			0.00		

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	149,671.00	143,684.00	-4.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>149,671.00</b>	<b>143,684.00</b>	<b>-4.0%</b>
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6055, 6056, 6105	8590	2,061,021.00	2,061,021.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>2,061,021.00</b>	<b>2,061,021.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	0.00	2,000.00	New
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	2,354,662.00	2,276,410.00	-3.3%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	784,787.00	545,100.00	-30.5%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>3,139,449.00</b>	<b>2,823,510.00</b>	<b>-10.1%</b>
<b>TOTAL, REVENUES</b>			<b>5,350,141.00</b>	<b>5,028,215.00</b>	<b>-6.0%</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	1,557,656.00	1,541,018.00	-1.1%
Certificated Pupil Support Salaries		1200	67,864.00	73,000.00	7.6%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	168,976.00	130,892.00	-22.5%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>1,794,496.00</b>	<b>1,744,910.00</b>	<b>-2.8%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	805,049.00	890,106.00	10.6%
Classified Support Salaries		2200	115,998.00	105,520.00	-9.0%
Classified Supervisors' and Administrators' Salaries		2300	232,030.00	240,965.00	3.9%
Clerical, Technical and Office Salaries		2400	190,373.00	246,369.00	29.4%
Other Classified Salaries		2900	99,200.00	69,019.00	-30.4%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>1,442,650.00</b>	<b>1,551,979.00</b>	<b>7.6%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	123,616.00	134,487.00	8.8%
PERS		3201-3202	115,027.00	115,777.00	0.7%
OASDI/Medicare/Alternative		3301-3302	122,226.00	128,940.00	5.5%
Health and Welfare Benefits		3401-3402	690,384.00	705,055.00	2.1%
Unemployment Insurance		3501-3502	35,454.00	1,773.00	-95.0%
Workers' Compensation		3601-3602	64,453.00	53,148.00	-17.5%
OPEB, Allocated		3701-3702	8,697.00	9,565.00	10.0%
OPEB, Active Employees		3751-3752	13,084.00	15,083.00	15.3%
PERS Reduction		3801-3802	16,221.00	16,454.00	1.4%
Other Employee Benefits		3901-3902	2,381.00	2,432.00	2.1%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>1,191,543.00</b>	<b>1,182,714.00</b>	<b>-0.7%</b>
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	404,620.00	172,002.00	-57.5%
Noncapitalized Equipment		4400	15,100.00	2,000.00	-86.8%
Food		4700	20,000.00	0.00	-100.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>439,720.00</b>	<b>174,002.00</b>	<b>-60.4%</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	17,000.00	1,000.00	-94.1%
Travel and Conferences		5200	6,050.00	5,800.00	-4.1%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	10,800.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	205,640.00	187,220.00	-9.0%
Professional/Consulting Services and Operating Expenditures		5800	43,130.00	42,000.00	-2.6%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>282,620.00</b>	<b>236,020.00</b>	<b>-16.5%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	226,149.00	210,070.00	-7.1%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>226,149.00</b>	<b>210,070.00</b>	<b>-7.1%</b>
<b>TOTAL, EXPENDITURES</b>			<b>5,377,178.00</b>	<b>5,099,695.00</b>	<b>-5.2%</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>					
(a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	149,671.00	143,684.00	-4.0%
3) Other State Revenue		8300-8599	2,061,021.00	2,061,021.00	0.0%
4) Other Local Revenue		8600-8799	3,139,449.00	2,823,510.00	-10.1%
5) TOTAL, REVENUES			5,350,141.00	5,028,215.00	-6.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		3,656,675.00	3,485,396.00	-4.7%
2) Instruction - Related Services	2000-2999		1,020,792.00	1,015,597.00	-0.5%
3) Pupil Services	3000-3999		412,182.00	327,252.00	-20.6%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		226,149.00	210,070.00	-7.1%
8) Plant Services	8000-8999		61,380.00	61,380.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			5,377,178.00	5,099,695.00	-5.2%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(27,037.00)	(71,480.00)	164.4%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%



Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(27,037.00)	(71,480.00)	164.4%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	820,949.00	793,912.00	-3.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			820,949.00	793,912.00	-3.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			820,949.00	793,912.00	-3.3%
2) Ending Balance, June 30 (E + F1e)			793,912.00	722,432.00	-9.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			793,912.00	722,432.00	-9.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2012-13 Estimated Actuals</b>	<b>2013-14 Budget</b>
9010	Other Restricted Local	793,912.00	722,432.00
Total, Restricted Balance		<u>793,912.00</u>	<u>722,432.00</u>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	4,667,165.00	4,807,180.00	3.0%
3) Other State Revenue		8300-8599	366,950.00	376,124.00	2.5%
4) Other Local Revenue		8600-8799	4,826,620.00	4,874,886.00	1.0%
5) TOTAL, REVENUES			9,860,735.00	10,058,190.00	2.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	3,517,289.00	3,590,774.00	2.1%
3) Employee Benefits		3000-3999	1,272,383.00	1,319,607.00	3.7%
4) Books and Supplies		4000-4999	3,818,591.00	3,973,752.00	4.1%
5) Services and Other Operating Expenditures		5000-5999	191,573.00	210,455.00	9.9%
6) Capital Outlay		6000-6999	99,862.00	150,000.00	50.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	373,997.00	397,462.00	6.3%
9) TOTAL, EXPENDITURES			9,273,695.00	9,642,050.00	4.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			587,040.00	416,140.00	-29.1%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			587,040.00	416,140.00	-29.1%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,193,868.00	3,780,908.00	18.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,193,868.00	3,780,908.00	18.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,193,868.00	3,780,908.00	18.4%
2) Ending Balance, June 30 (E + F1e)			3,780,908.00	4,197,048.00	11.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	3,780,908.00	4,197,048.00	11.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 - H6)			0.00		

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>REVENUE LIMIT SOURCES</b>					
Revenue Limit Transfers					
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
<b>TOTAL, REVENUE LIMIT SOURCES</b>			0.00	0.00	0.0%
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	4,667,165.00	4,807,180.00	3.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			4,667,165.00	4,807,180.00	3.0%
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	366,950.00	376,124.00	2.5%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			366,950.00	376,124.00	2.5%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	4,803,581.00	4,851,371.00	1.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	2,171.00	2,388.00	10.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	20,868.00	21,127.00	1.2%
<b>TOTAL, OTHER LOCAL REVENUE</b>			4,826,620.00	4,874,886.00	1.0%
<b>TOTAL, REVENUES</b>			9,860,735.00	10,058,190.00	2.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	2,917,674.00	3,000,058.00	2.8%
Classified Supervisors' and Administrators' Salaries		2300	318,071.00	329,432.00	3.6%
Clerical, Technical and Office Salaries		2400	281,544.00	261,284.00	-7.2%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>3,517,289.00</b>	<b>3,590,774.00</b>	<b>2.1%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	241,770.00	250,042.00	3.4%
OASDI/Medicare/Alternative		3301-3302	201,331.00	210,362.00	4.5%
Health and Welfare Benefits		3401-3402	679,798.00	705,787.00	3.8%
Unemployment Insurance		3501-3502	38,095.00	39,498.00	3.7%
Workers' Compensation		3601-3602	51,948.00	52,862.00	1.8%
OPEB, Allocated		3701-3702	9,351.00	9,695.00	3.7%
OPEB, Active Employees		3751-3752	15,585.00	16,159.00	3.7%
PERS Reduction		3801-3802	29,870.00	30,521.00	2.2%
Other Employee Benefits		3901-3902	4,635.00	4,681.00	1.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>1,272,383.00</b>	<b>1,319,607.00</b>	<b>3.7%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	78,792.00	83,671.00	6.2%
Noncapitalized Equipment		4400	46,793.00	67,969.00	45.3%
Food		4700	3,693,006.00	3,822,112.00	3.5%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>3,818,591.00</b>	<b>3,973,752.00</b>	<b>4.1%</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	2,268.00	2,641.00	16.4%
Dues and Memberships		5300	157.00	175.00	11.5%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	146,333.00	156,581.00	7.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	7,109.00	7,144.00	0.5%
Professional/Consulting Services and Operating Expenditures		5800	32,168.00	39,102.00	21.6%
Communications		5900	3,538.00	4,812.00	36.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>191,573.00</b>	<b>210,455.00</b>	<b>9.9%</b>
<b>CAPITAL OUTLAY</b>					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	99,862.00	150,000.00	50.2%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>99,862.00</b>	<b>150,000.00</b>	<b>50.2%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	373,997.00	397,462.00	6.3%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>373,997.00</b>	<b>397,462.00</b>	<b>6.3%</b>
<b>TOTAL EXPENDITURES</b>			<b>9,273,695.00</b>	<b>9,642,050.00</b>	<b>4.0%</b>



Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

July 1 Budget (Single Adoption)  
Cafeteria Special Revenue Fund  
Expenditures by Function

Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	4,667,165.00	4,807,180.00	3.0%
3) Other State Revenue		8300-8599	366,950.00	376,124.00	2.5%
4) Other Local Revenue		8600-8799	4,826,620.00	4,874,886.00	1.0%
5) TOTAL, REVENUES			9,860,735.00	10,058,190.00	2.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		8,899,698.00	9,244,588.00	3.9%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		373,997.00	397,462.00	6.3%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			9,273,695.00	9,642,050.00	4.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			587,040.00	416,140.00	-29.1%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			587,040.00	416,140.00	-29.1%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,193,868.00	3,780,908.00	18.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,193,868.00	3,780,908.00	18.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,193,868.00	3,780,908.00	18.4%
2) Ending Balance, June 30 (E + F1e)			3,780,908.00	4,197,048.00	11.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			3,780,908.00	4,197,048.00	11.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2012-13 Estimated Actuals</b>	<b>2013-14 Budget</b>
5310	Child Nutrition: School Programs (e.g., School Lunch, School	3,780,908.00	4,197,048.00
<b>Total, Restricted Balance</b>		<b>3,780,908.00</b>	<b>4,197,048.00</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,811,059.00	1,811,059.00	0.0%
4) Other Local Revenue		8600-8799	4,000.00	4,000.00	0.0%
5) TOTAL REVENUES			1,815,059.00	1,815,059.00	0.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	110,543.00	115,616.00	4.6%
3) Employee Benefits		3000-3999	45,616.00	43,623.00	-4.4%
4) Books and Supplies		4000-4999	47,750.00	40,000.00	-16.2%
5) Services and Other Operating Expenditures		5000-5999	400,950.00	401,000.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			604,859.00	600,239.00	-0.8%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			1,210,200.00	1,214,820.00	0.4%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,200,000.00	1,200,000.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(1,200,000.00)	(1,200,000.00)	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			10,200.00	14,820.00	45.3%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	1,095,498.00	1,105,698.00	0.9%
b) Audit Adjustments			0.00	0.00	0.0%
		9793			
c) As of July 1 - Audited (F1a + F1b)			1,095,498.00	1,105,698.00	0.9%
d) Other Restatements			0.00	0.00	0.0%
		9795			
e) Adjusted Beginning Balance (F1c + F1d)			1,095,498.00	1,105,698.00	0.9%
2) Ending Balance, June 30 (E + F1e)			1,105,698.00	1,120,518.00	1.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Expenditures					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
		9740			
c) Committed					
Stabilization Arrangements			0.00	0.00	0.0%
		9750			
Other Commitments			0.00	0.00	0.0%
		9760			
d) Assigned					
Other Assignments			1,105,698.00	1,120,518.00	1.3%
		9780			
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties			0.00	0.00	0.0%
		9789			
Unassigned/Unappropriated Amount			0.00	0.00	0.0%
		9790			

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 - H6)			0.00		

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>OTHER STATE REVENUE</b>					
All Other State Revenue		8590	1,811,059.00	1,811,059.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			1,811,059.00	1,811,059.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	4,000.00	4,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			4,000.00	4,000.00	0.0%
<b>TOTAL, REVENUES</b>			1,815,059.00	1,815,059.00	0.0%



Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	110,543.00	115,616.00	4.6%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>110,543.00</b>	<b>115,616.00</b>	<b>4.6%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	12,392.00	13,200.00	6.5%
OASDI/Medicare/Alternative		3301-3302	8,304.00	8,844.00	6.5%
Health and Welfare Benefits		3401-3402	18,774.00	16,825.00	-10.4%
Unemployment Insurance		3501-3502	1,194.00	58.00	-95.1%
Workers' Compensation		3601-3602	2,171.00	1,734.00	-20.1%
OPEB, Allocated		3701-3702	293.00	312.00	6.5%
OPEB, Active Employees		3751-3752	488.00	520.00	6.6%
PERS Reduction		3801-3802	1,740.00	1,853.00	6.5%
Other Employee Benefits		3901-3902	260.00	277.00	6.5%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>45,616.00</b>	<b>43,623.00</b>	<b>-4.4%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	47,750.00	40,000.00	-16.2%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>47,750.00</b>	<b>40,000.00</b>	<b>-16.2%</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	400,000.00	400,000.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	950.00	1,000.00	5.3%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>400,950.00</b>	<b>401,000.00</b>	<b>0.0%</b>
<b>CAPITAL OUTLAY</b>					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>604,859.00</b>	<b>600,239.00</b>	<b>-0.8%</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General, Special Reserve, & Building Funds		8915	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	1,200,000.00	1,200,000.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,200,000.00	1,200,000.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			(1,200,000.00)	(1,200,000.00)	0.0%

Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,811,059.00	1,811,059.00	0.0%
4) Other Local Revenue		8600-8799	4,000.00	4,000.00	0.0%
5) TOTAL, REVENUES			1,815,059.00	1,815,059.00	0.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		604,859.00	600,239.00	-0.8%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			604,859.00	600,239.00	-0.8%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			1,210,200.00	1,214,820.00	0.4%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,200,000.00	1,200,000.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,200,000.00)	(1,200,000.00)	0.0%

Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			10,200.00	14,820.00	45.3%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,095,498.00	1,105,698.00	0.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,095,498.00	1,105,698.00	0.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,095,498.00	1,105,698.00	0.9%
2) Ending Balance, June 30 (E + F1e)			1,105,698.00	1,120,518.00	1.3%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	1,105,698.00	1,120,518.00	1.3%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2012-13 Estimated Actuals</b>	<b>2013-14 Budget</b>
	Total, Restricted Balance	0.00	0.00

July 1 Budget (Single Adoption)  
Special Reserve Fund for Postemployment Benefits  
Expenditures by Object

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	400.00	400.00	0.0%
5) TOTAL REVENUES			400.00	400.00	0.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			400.00	400.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			400.00	400.00	0.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	78,121.00	78,521.00	0.5%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			78,121.00	78,521.00	0.5%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			78,121.00	78,521.00	0.5%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Expenditures					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	78,521.00	78,921.00	0.5%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 - H6)			0.00		

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Interest		8660	400.00	400.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			400.00	400.00	0.0%
<b>TOTAL, REVENUES</b>			400.00	400.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

July 1 Budget (Single Adoption)  
Special Reserve Fund for Postemployment Benefits  
Expenditures by Function

Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	400.00	400.00	0.0%
5) TOTAL, REVENUES			400.00	400.00	0.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			400.00	400.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			400.00	400.00	0.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	78,121.00	78,521.00	0.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			78,121.00	78,521.00	0.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			78,121.00	78,521.00	0.5%
2) Ending Balance, June 30 (E + F1e)			78,521.00	78,921.00	0.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	78,521.00	78,921.00	0.5%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2012-13 Estimated Actuals</b>	<b>2013-14 Budget</b>
	Total, Restricted Balance	0.00	0.00

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	20,000.00	20,000.00	0.0%
5) TOTAL REVENUES			20,000.00	20,000.00	0.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	566,490.00	500,000.00	-11.7%
6) Capital Outlay		6000-6999	76,000.00	300,000.00	294.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			642,490.00	800,000.00	24.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(622,490.00)	(780,000.00)	25.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	31,177,966.00	0.00	-100.0%
b) Uses		7630-7699	30,841,271.00	0.00	-100.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			336,695.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(285,795.00)	(780,000.00)	172.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	5,099,893.00	4,814,098.00	-5.6%
b) Audit Adjustments			0.00	0.00	0.0%
		9793			
c) As of July 1 - Audited (F1a + F1b)			5,099,893.00	4,814,098.00	-5.6%
d) Other Restatements			0.00	0.00	0.0%
		9795			
e) Adjusted Beginning Balance (F1c + F1d)			5,099,893.00	4,814,098.00	-5.6%
2) Ending Balance, June 30 (E + F1e)			4,814,098.00	4,034,098.00	-16.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Expenditures					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted			4,814,098.00	4,034,098.00	-16.2%
		9740			
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 - H6)			0.00		

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
Unsecured Roll					
		8616	0.00	0.00	0.0%
Prior Years' Taxes					
		8617	0.00	0.00	0.0%
Supplemental Taxes					
		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
Other					
		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to RL Deduction					
		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Leases and Rentals					
		8650	0.00	0.00	0.0%
Interest					
		8660	20,000.00	20,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			20,000.00	20,000.00	0.0%
<b>TOTAL REVENUES</b>			20,000.00	20,000.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	566,490.00	500,000.00	-11.7%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>566,490.00</b>	<b>500,000.00</b>	<b>-11.7%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	76,000.00	300,000.00	294.7%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>76,000.00</b>	<b>300,000.00</b>	<b>294.7%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>642,490.00</b>	<b>800,000.00</b>	<b>24.5%</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale of Bonds		8951	27,455,000.00	0.00	-100.0%
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	3,722,966.00	0.00	-100.0%
(c) TOTAL, SOURCES			31,177,966.00	0.00	-100.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	30,841,271.00	0.00	-100.0%
(d) TOTAL, USES			30,841,271.00	0.00	-100.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			336,695.00	0.00	-100.0%

Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	20,000.00	20,000.00	0.0%
5) TOTAL, REVENUES			20,000.00	20,000.00	0.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		642,490.00	800,000.00	24.5%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			642,490.00	800,000.00	24.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(622,490.00)	(780,000.00)	25.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	31,177,966.00	0.00	-100.0%
b) Uses		7630-7699	30,841,271.00	0.00	-100.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			336,695.00	0.00	-100.0%

Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(285,795.00)	(780,000.00)	172.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,099,893.00	4,814,098.00	-5.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,099,893.00	4,814,098.00	-5.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,099,893.00	4,814,098.00	-5.6%
2) Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance)			4,814,098.00	4,034,098.00	-16.2%
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,814,098.00	4,034,098.00	-16.2%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790			



Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,345,000.00	1,370,000.00	1.9%
5) TOTAL, REVENUES			1,345,000.00	1,370,000.00	1.9%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	99,551.00	114,587.00	15.1%
3) Employee Benefits		3000-3999	38,957.00	41,619.00	6.8%
4) Books and Supplies		4000-4999	706,000.00	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	123,739.00	108,750.00	-12.1%
6) Capital Outlay		6000-6999	2,000.00	1,000.00	-50.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			970,247.00	265,956.00	-72.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			374,753.00	1,104,044.00	194.6%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			374,753.00	1,104,044.00	194.6%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,498,702.00	4,873,455.00	8.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,498,702.00	4,873,455.00	8.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,498,702.00	4,873,455.00	8.3%
2) Ending Balance, June 30 (E + F1e)			4,873,455.00	5,977,499.00	22.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,873,455.00	5,977,499.00	22.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 - H6)			0.00		

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
Unsecured Roll					
		8616	0.00	0.00	0.0%
Prior Years' Taxes					
		8617	0.00	0.00	0.0%
Supplemental Taxes					
		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
Other					
		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to RL Deduction					
		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Interest					
		8660	20,000.00	20,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees					
		8681	1,325,000.00	1,350,000.00	1.9%
Other Local Revenue					
All Other Local Revenue					
		8699	0.00	0.00	0.0%
All Other Transfers In from All Others					
		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			1,345,000.00	1,370,000.00	1.9%
<b>TOTAL REVENUES</b>			1,345,000.00	1,370,000.00	1.9%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Other Certificated Salaries		1900	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	51,737.00	65,254.00	26.1%
Clerical, Technical and Office Salaries		2400	47,814.00	49,333.00	3.2%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			99,551.00	114,587.00	15.1%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	11,537.00	13,168.00	14.1%
OASDI/Medicare/Alternative		3301-3302	7,539.00	8,584.00	13.9%
Health and Welfare Benefits		3401-3402	14,169.00	15,128.00	6.8%
Unemployment Insurance		3501-3502	1,111.00	58.00	-94.8%
Workers' Compensation		3601-3602	2,021.00	1,730.00	-14.4%
OPEB, Allocated		3701-3702	273.00	311.00	13.9%
OPEB, Active Employees		3751-3752	448.00	516.00	15.2%
PERS Reduction		3801-3802	1,620.00	1,849.00	14.1%
Other Employee Benefits		3901-3902	239.00	275.00	15.1%
<b>TOTAL, EMPLOYEE BENEFITS</b>			38,957.00	41,619.00	6.8%
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	706,000.00	0.00	-100.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			706,000.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	2,161.00	2,750.00	27.3%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	120,738.00	105,000.00	-13.0%
Communications		5900	840.00	1,000.00	19.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>123,739.00</b>	<b>108,750.00</b>	<b>-12.1%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	2,000.00	1,000.00	-50.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>2,000.00</b>	<b>1,000.00</b>	<b>-50.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL EXPENDITURES</b>			<b>970,247.00</b>	<b>265,956.00</b>	<b>-72.6%</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,345,000.00	1,370,000.00	1.9%
5) TOTAL, REVENUES			1,345,000.00	1,370,000.00	1.9%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		970,247.00	265,956.00	-72.6%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			970,247.00	265,956.00	-72.6%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			374,753.00	1,104,044.00	194.6%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%



Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			374,753.00	1,104,044.00	194.6%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,498,702.00	4,873,455.00	8.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,498,702.00	4,873,455.00	8.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,498,702.00	4,873,455.00	8.3%
2) Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance)					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,873,455.00	5,977,499.00	22.7%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2012-13 Estimated Actuals</b>	<b>2013-14 Budget</b>
9010	Other Restricted Local	4,873,455.00	5,977,499.00
Total, Restricted Balance		<u>4,873,455.00</u>	<u>5,977,499.00</u>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	11,500.00	11,000.00	-4.3%
5) TOTAL, REVENUES			11,500.00	11,000.00	-4.3%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	2,400.00	2,400.00	0.0%
6) Capital Outlay		6000-6999	(21,634.00)	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			(19,234.00)	2,400.00	-112.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			30,734.00	8,600.00	-72.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			30,734.00	8,600.00	-72.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,123,958.00	2,154,692.00	1.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,123,958.00	2,154,692.00	1.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,123,958.00	2,154,692.00	1.4%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	2,154,692.00	2,163,292.00	0.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 - H6)			0.00		

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	11,500.00	11,000.00	-4.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			11,500.00	11,000.00	-4.3%
<b>TOTAL REVENUES</b>			11,500.00	11,000.00	-4.3%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,400.00	2,400.00	0.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>2,400.00</b>	<b>2,400.00</b>	<b>0.0%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	(21,634.00)	0.00	-100.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>(21,634.00)</b>	<b>0.00</b>	<b>-100.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL EXPENDITURES</b>			<b>(19,234.00)</b>	<b>2,400.00</b>	<b>-112.5%</b>



Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	11,500.00	11,000.00	-4.3%
5) TOTAL, REVENUES			11,500.00	11,000.00	-4.3%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		(19,234.00)	2,400.00	-112.5%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			(19,234.00)	2,400.00	-112.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			30,734.00	8,600.00	-72.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			30,734.00	8,600.00	-72.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,123,958.00	2,154,692.00	1.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,123,958.00	2,154,692.00	1.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,123,958.00	2,154,692.00	1.4%
2) Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance)			2,154,692.00	2,163,292.00	0.4%
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	2,154,692.00	2,163,292.00	0.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2012-13 Estimated Actuals</b>	<b>2013-14 Budget</b>
7710	State School Facilities Projects	2,154,692.00	2,163,292.00
Total, Restricted Balance		<u>2,154,692.00</u>	<u>2,163,292.00</u>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,848,896.00	2,924,923.00	-24.0%
5) TOTAL, REVENUES			3,848,896.00	2,924,923.00	-24.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	71,836.00	20,000.00	-72.2%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	1,797,169.00	1,801,358.00	0.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,869,005.00	1,821,358.00	-2.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			1,979,891.00	1,103,565.00	-44.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			1,979,891.00	1,103,565.00	-44.3%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	8,854,376.00	10,834,267.00	22.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,854,376.00	10,834,267.00	22.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,854,376.00	10,834,267.00	22.4%
2) Ending Balance, June 30 (E + F1e)			10,834,267.00	11,937,832.00	10.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			10,251,411.00	10,717,991.00	4.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	582,856.00	1,219,841.00	109.3%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 - H6)			0.00		



Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Community Redevelopment Funds Not Subject to RL Deduction		8625	3,204,292.00	2,267,938.00	-29.2%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	617,075.00	629,985.00	2.1%
Interest		8660	27,529.00	27,000.00	-1.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>3,848,896.00</b>	<b>2,924,923.00</b>	<b>-24.0%</b>
<b>TOTAL, REVENUES</b>			<b>3,848,896.00</b>	<b>2,924,923.00</b>	<b>-24.0%</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	8,400.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	63,436.00	20,000.00	-68.5%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>71,836.00</b>	<b>20,000.00</b>	<b>-72.2%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	1,797,169.00	1,801,358.00	0.2%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>1,797,169.00</b>	<b>1,801,358.00</b>	<b>0.2%</b>
<b>TOTAL, EXPENDITURES</b>			<b>1,869,005.00</b>	<b>1,821,358.00</b>	<b>-2.5%</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>					
(a - b + c - d + e)			0.00	0.00	0.0%

July 1 Budget (Single Adoption)  
Special Reserve Fund for Capital Outlay Projects  
Expenditures by Function

Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,848,896.00	2,924,923.00	-24.0%
5) TOTAL, REVENUES			3,848,896.00	2,924,923.00	-24.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		71,836.00	20,000.00	-72.2%
9) Other Outgo	9000-9999	Except 7600-7699	1,797,169.00	1,801,358.00	0.2%
10) TOTAL, EXPENDITURES			1,869,005.00	1,821,358.00	-2.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			1,979,891.00	1,103,565.00	-44.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

July 1 Budget (Single Adoption)  
Special Reserve Fund for Capital Outlay Projects  
Expenditures by Function

Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			1,979,891.00	1,103,565.00	-44.3%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	8,854,376.00	10,834,267.00	22.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,854,376.00	10,834,267.00	22.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,854,376.00	10,834,267.00	22.4%
2) Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance)			10,834,267.00	11,937,832.00	10.2%
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	10,251,411.00	10,717,991.00	4.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	582,856.00	1,219,841.00	109.3%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<b>Resource</b>	<b>Description</b>	<b>2012-13 Estimated Actuals</b>	<b>2013-14 Budget</b>
9010	Other Restricted Local	10,251,411.00	10,717,991.00
Total, Restricted Balance		10,251,411.00	10,717,991.00



Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,999,343.00	7,946,226.00	58.9%
5) TOTAL REVENUES			4,999,343.00	7,946,226.00	58.9%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	4,899,504.00	6,816,359.00	39.1%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			4,899,504.00	6,816,359.00	39.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			99,839.00	1,129,867.00	1031.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			99,839.00	1,129,867.00	1031.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,026,173.00	4,126,012.00	2.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,026,173.00	4,126,012.00	2.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,026,173.00	4,126,012.00	2.5%
2) Ending Balance, June 30 (E + F1e)			4,126,012.00	5,255,879.00	27.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			4,126,012.00	5,255,879.00	27.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>I. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G9 - H6)			0.00		

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes Voted Indebtedness Levies					
Secured Roll		8611	4,821,870.00	7,768,753.00	61.1%
Unsecured Roll		8612	0.00	0.00	0.0%
Prior Years' Taxes		8613	137,379.00	137,379.00	0.0%
Supplemental Taxes		8614	28,894.00	28,894.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.0%
Interest		8660	11,200.00	11,200.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>4,999,343.00</b>	<b>7,946,226.00</b>	<b>58.9%</b>
<b>TOTAL, REVENUES</b>			<b>4,999,343.00</b>	<b>7,946,226.00</b>	<b>58.9%</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Bond Redemptions		7433	3,175,000.00	5,120,000.00	61.3%
Bond Interest and Other Service Charges		7434	1,724,504.00	1,696,359.00	-1.6%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			4,899,504.00	6,816,359.00	39.1%
TOTAL EXPENDITURES			4,899,504.00	6,816,359.00	39.1%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,999,343.00	7,946,226.00	58.9%
5) TOTAL, REVENUES			4,999,343.00	7,946,226.00	58.9%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	4,899,504.00	6,816,359.00	39.1%
10) TOTAL, EXPENDITURES			4,899,504.00	6,816,359.00	39.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			99,839.00	1,129,867.00	1031.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			99,839.00	1,129,867.00	1031.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,026,173.00	4,126,012.00	2.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,026,173.00	4,126,012.00	2.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,026,173.00	4,126,012.00	2.5%
2) Ending Balance, June 30 (E + F1e) Components of Ending Fund Balance)			4,126,012.00	5,255,879.00	27.4%
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,126,012.00	5,255,879.00	27.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%



<b>Resource</b>	<b>Description</b>	<b>2012-13 Estimated Actuals</b>	<b>2013-14 Budget</b>
9010	Other Restricted Local	4,126,012.00	5,255,879.00
Total, Restricted Balance		4,126,012.00	5,255,879.00

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	54,400,976.00	57,174,245.00	5.1%
5) TOTAL, REVENUES			54,400,976.00	57,174,245.00	5.1%
<b>B. EXPENSES</b>					
1) Certificated Salaries		1000-1999	109,012.00	120,622.00	10.7%
2) Classified Salaries		2000-2999	172,091.00	161,242.00	-6.3%
3) Employee Benefits		3000-3999	108,130.00	96,565.00	-10.7%
4) Books and Supplies		4000-4999	27,800.00	16,300.00	-41.4%
5) Services and Other Operating Expenses		5000-5999	54,125,041.00	57,598,116.00	6.4%
6) Depreciation		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			54,542,074.00	57,992,845.00	6.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(141,098.00)	(818,600.00)	480.2%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			(141,098.00)	(818,600.00)	480.2%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	2,162,353.00	2,021,255.00	-6.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,162,353.00	2,021,255.00	-6.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			2,162,353.00	2,021,255.00	-6.5%
2) Ending Net Position, June 30 (E + F1e)			2,021,255.00	1,202,655.00	-40.5%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	2,021,255.00	1,202,655.00	-40.5%

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	0.00		
c) Accumulated Depreciation - Land Improvements		9425	0.00		
d) Buildings		9430	0.00		
e) Accumulated Depreciation - Buildings		9435	0.00		
f) Equipment		9440	0.00		
g) Accumulated Depreciation - Equipment		9445	0.00		
h) Work in Progress		9450	0.00		
10) TOTAL, ASSETS			0.00		

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>H. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net OPEB Obligation		9664	0.00		
b) Compensated Absences		9665	0.00		
c) COPs Payable		9666	0.00		
d) Capital Leases Payable		9667	0.00		
e) Lease Revenue Bonds Payable		9668	0.00		
f) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL LIABILITIES			0.00		
<b>I. NET POSITION</b>					
Net Position, June 30 (G10 - H7)			0.00		

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	48,000.00	48,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	54,195,976.00	56,969,245.00	5.1%
All Other Fees and Contracts		8689	157,000.00	157,000.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL OTHER LOCAL REVENUE</b>			<b>54,400,976.00</b>	<b>57,174,245.00</b>	<b>5.1%</b>
<b>TOTAL REVENUES</b>			<b>54,400,976.00</b>	<b>57,174,245.00</b>	<b>5.1%</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	109,012.00	120,622.00	10.7%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>109,012.00</b>	<b>120,622.00</b>	<b>10.7%</b>
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	172,091.00	161,242.00	-6.3%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>172,091.00</b>	<b>161,242.00</b>	<b>-6.3%</b>
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	12,953.00	10,030.00	-22.6%
PERS		3201-3202	19,646.00	18,410.00	-6.3%
OASDI/Medicare/Alternative		3301-3302	13,779.00	14,096.00	2.3%
Health and Welfare Benefits		3401-3402	47,900.00	44,353.00	-7.4%
Unemployment Insurance		3501-3502	3,394.00	141.00	-95.8%
Workers' Compensation		3601-3602	5,141.00	4,242.00	-17.5%
OPEB, Allocated		3701-3702	703.00	764.00	8.7%
OPEB, Active Employees		3751-3752	1,173.00	1,268.00	8.1%
PERS Reduction		3801-3802	3,000.00	2,584.00	-13.9%
Other Employee Benefits		3901-3902	441.00	677.00	53.5%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>108,130.00</b>	<b>96,565.00</b>	<b>-10.7%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	27,800.00	16,300.00	-41.4%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>27,800.00</b>	<b>16,300.00</b>	<b>-41.4%</b>

Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENSES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	4,052.00	1,860.00	-54.1%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	1,725,989.00	1,730,000.00	0.2%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	1,000.00	New
Professional/Consulting Services and Operating Expenditures		5800	52,395,000.00	55,865,256.00	6.6%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENSES</b>			<b>54,125,041.00</b>	<b>57,598,116.00</b>	<b>6.4%</b>
<b>DEPRECIATION</b>					
Depreciation Expense		6900	0.00	0.00	0.0%
<b>TOTAL, DEPRECIATION</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENSES</b>			<b>54,542,074.00</b>	<b>57,992,845.00</b>	<b>6.3%</b>



Description	Resource Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>					
(a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	54,400,976.00	57,174,245.00	5.1%
5) TOTAL, REVENUES			54,400,976.00	57,174,245.00	5.1%
<b>B. EXPENSES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		54,542,074.00	57,992,845.00	6.3%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			54,542,074.00	57,992,845.00	6.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(141,098.00)	(818,600.00)	480.2%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2012-13 Estimated Actuals	2013-14 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			(141,098.00)	(818,600.00)	480.2%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	2,162,353.00	2,021,255.00	-6.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,162,353.00	2,021,255.00	-6.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			2,162,353.00	2,021,255.00	-6.5%
2) Ending Net Position, June 30 (E + F1e)			2,021,255.00	1,202,655.00	-40.5%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	2,021,255.00	1,202,655.00	-40.5%

<u>Resource</u>	<u>Description</u>	<u>2012-13 Estimated Actuals</u>	<u>2013-14 Budget</u>
	Total, Restricted Net Position	0.00	0.00

Description	2012-13 Estimated Actuals			2013-14 Budget		
	P-2 ADA	Annual ADA	Revenue Limit ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Revenue Limit ADA
<b>ELEMENTARY</b>						
1. General Education			32,489.44	32,326.45	32,326.45	32,326.45
a. Kindergarten	3,188.21	3,188.21				
b. Grades One through Three	10,515.07	10,515.07				
c. Grades Four through Six	11,065.73	11,065.73				
d. Grades Seven and Eight	7,624.27	7,624.27				
e. Opportunity Schools and Full-Day Opportunity Classes	0.00	0.00				
f. Home and Hospital	3.17	3.17				
g. Community Day School	0.00	0.00				
2. Special Education						
a. Special Day Class	638.39	638.39	693.35	638.39	638.39	638.39
b. Nonpublic, Nonsectarian Schools (EC 56366[a][7])	16.80	16.80	16.80	16.80	16.80	16.80
c. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL, ELEMENTARY	33,051.64	33,051.64	33,199.59	32,981.64	32,981.64	32,981.64
<b>HIGH SCHOOL</b>						
4. General Education			15,031.07	15,020.87	15,019.96	15,019.96
a. Grades Nine through Twelve	14,847.38	14,847.38				
b. Continuation Education	186.61	186.61				
c. Opportunity Schools and Full-Day Opportunity Classes	0.00	0.00				
d. Home and Hospital	2.32	2.32				
e. Community Day School	9.86	8.95				
5. Special Education						
a. Special Day Class	312.43	312.43	312.84	312.43	312.43	312.43
b. Nonpublic, Nonsectarian Schools (EC 56366[a][7])	22.23	22.23	23.02	22.23	22.23	22.23
c. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions	0.00	0.00	0.00	0.00	0.00	0.00
6. TOTAL, HIGH SCHOOL	15,380.83	15,379.92	15,366.93	15,355.53	15,354.62	15,354.62
<b>COUNTY SUPPLEMENT</b>						
7. County Community Schools (EC 1982[a])						
a. Elementary	113.44	113.44	113.44	113.44	113.44	113.44
b. High School	468.21	468.21	468.21	468.21	468.21	468.21
8. Special Education						
a. Special Day Class - Elementary	55.75	55.75	55.75	55.75	55.75	55.75
b. Special Day Class - High School	44.35	44.35	44.35	44.35	44.35	44.35
c. Nonpublic, Nonsectarian Schools - Elementary						
d. Nonpublic, Nonsectarian Schools - High School						
e. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions - Elementary						
f. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions - High School						
9. TOTAL, ADA REPORTED BY COUNTY OFFICES	681.75	681.75	681.75	681.75	681.75	681.75
10. TOTAL, K-12 ADA (sum lines 3, 6, and 9)	49,114.22	49,113.31	49,248.27	49,018.92	49,018.01	49,018.01
11. ADA for Necessary Small Schools also included in lines 3 and 6.						
12. REGIONAL OCCUPATIONAL CENTERS & PROGRAMS*						

Description	2012-13 Estimated Actuals			2013-14 Budget		
	P-2 ADA	Annual ADA	Revenue Limit ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Revenue Limit ADA
<b>CLASSES FOR ADULTS</b>						
13. Concurrently Enrolled Secondary Students*						
14. Adults Enrolled, State Apportioned*						
15. Students 21 Years or Older and Students 19 or Older Not Continuously Enrolled Since Their 18th Birthday, Participating in Full-Time Independent Study*						
16. TOTAL, CLASSES FOR ADULTS (sum lines 13 through 15)						
17. Adults in Correctional Facilities						
18. TOTAL, ADA (sum lines 10, 12, 16, and 17)	49,114.22	49,113.31	49,248.27	49,018.92	49,018.01	49,018.01
<b>SUPPLEMENTAL INSTRUCTIONAL HOURS</b>						
19. ELEMENTARY*						
20. HIGH SCHOOL*						
21. TOTAL, SUPPLEMENTAL INSTRUCTIONAL HOURS (sum lines 19 and 20)						
<b>COMMUNITY DAY SCHOOLS - Additional Funds</b>						
22. ELEMENTARY						
a. 5th & 6th Hour (ADA) - Mandatory Expelled Pupils only						
b. 7th & 8th Hour Pupil Hours (Hours)*						
23. HIGH SCHOOL						
a. 5th & 6th Hour (ADA) - Mandatory Expelled Pupils only						
b. 7th & 8th Hour Pupil Hours (Hours)*						
<b>CHARTER SCHOOLS</b>						
24. Charter ADA Funded Through the Block Grant						
a. Charters Sponsored by Unified Districts - Resident (EC 47660) (applicable only for unified districts with Charter School General Purpose Block Grant Offset recorded on line 30 in Form RL)						
b. All Other Block Grant Funded Charters	3,245.75	3,245.75	3,245.75	4,001.32	4,001.32	4,001.32
25. Charter ADA Funded Through the Revenue Limit						
26. TOTAL, CHARTER SCHOOLS ADA (sum lines 24a, 24b, and 25)	3,245.75	3,245.75	3,245.75	4,001.32	4,001.32	4,001.32
27. SUPPLEMENTAL INSTRUCTIONAL HOURS*						
<b>BASIC AID "CHOICE"/COURT ORDERED VOLUNTARY PUPIL TRANSFER</b>						
28. Regular Elementary and High School ADA (SB 937)						
<b>BASIC AID OPEN ENROLLMENT</b>						
29. Regular Elementary and High School ADA						

\*ADA is no longer collected as a result of flexibility provisions of SBX3 4 (Chapter 12, Statutes of 2009), as amended by SB 70 (Chapter 7, Statutes of 2011), currently in effect from 2008-09 through 2014-15.

ESTIMATES THROUGH THE MONTH OF	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
A. BEGINNING CASH	JUNE		20,367,116.00	9,457,478.00	42,645,432.00	36,450,264.00	11,297,472.00	18,666,197.00	51,647,121.00	39,705,052.00
B. RECEIPTS										
Revenue Limit Sources	8010-8019		0.00	(56,897.00)	6,189,455.00	0.00	0.00	6,500,000.00	0.00	212,380.00
Principal Apportionment	8020-8079		9,425,002.00	27,942.00	5,843,896.00	96,470.00	32,480,343.00	86,802,177.00	6,735,135.00	158,898.00
Property Taxes	8080-8089		(943,643.00)	(2,113,059.00)	(1,212,068.00)	(1,270,830.00)	(1,318,030.00)	(1,275,934.00)	(1,316,032.00)	(1,146,030.00)
Miscellaneous Funds	8100-8299		0.00	34,363.00	406,700.00	115,261.00	41,510.00	2,454,930.00	1,002,710.00	45,702.00
Federal Revenue	8300-8599		931,780.00	1,590,724.00	7,169,101.00	4,910,641.00	7,041,008.00	4,270,470.00	9,488,196.00	4,705,095.00
Other State Revenue	8600-8799		177,623.00	172,230.00	440,564.00	451,239.00	207,855.00	50,692.00	217,444.00	207,554.00
Other Local Revenue	8910-8929		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interfund Transfers In	8930-8979		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Sources			9,590,762.00	(344,697.00)	18,637,648.00	4,302,781.00	38,452,686.00	88,802,335.00	16,127,753.00	4,183,599.00
TOTAL RECEIPTS			645,946.00	2,034,913.00	16,671,986.00	17,113,671.00	17,392,095.00	1,122.00	34,359,922.00	17,817,899.00
C. DISBURSEMENTS			29,616.00	2,412,559.00	3,053,850.00	3,852,093.00	4,956,622.00	5,237,979.00	4,881,604.00	4,215,327.00
Classified Salaries	1000-1999		2,517,613.00	754,131.00	5,318,281.00	6,860,415.00	6,920,517.00	2,250,882.00	11,685,389.00	6,816,086.00
Employee Benefits	2000-2999		201,452.00	440,815.00	1,124,206.00	668,156.00	422,415.00	682,012.00	472,917.00	527,854.00
Books and Supplies	3000-3999		407,362.00	2,964,148.00	1,499,133.00	2,176,148.00	2,627,411.00	1,091,113.00	1,686,609.00	1,814,761.00
Services	4000-4999		0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,376.00
Capital Outlay	5000-5999		1,054,439.00	(947,442.00)	991,745.00	697,303.00	869,851.00	714,854.00	557,689.00	1,028,254.00
Other Outgo	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interfund Transfers Out	7000-7499		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interfund Transfers In	7600-7629		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Uses	7630-7699		4,856,428.00	7,659,124.00	28,659,201.00	31,367,786.00	33,188,911.00	9,977,962.00	53,644,130.00	32,231,557.00
TOTAL DISBURSEMENTS			(2,000.00)	10,370,048.00	4,652,712.00	1,791,595.00	1,543,569.00	46,592.00	(94,198.00)	(442,967.00)
D. BALANCE SHEET TRANSACTIONS			(7,326,334.00)	(5,000,000.00)	6,900.00	31,817.00	9,608.00	22,192.00	(38,661.00)	30,241.00
Assets			1,094.00	(69,799.00)	0.00	0.00	0.00	0.00	(645.00)	0.00
Cash Not In Treasury	9111-9199		(2,000.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounts Receivable	9200-9299		11,013,261.00	10,370,048.00	4,652,712.00	1,791,595.00	1,543,569.00	46,592.00	(94,198.00)	(442,967.00)
Due From Other Funds	9310		88,136.00	(69,799.00)	6,900.00	31,817.00	9,608.00	22,192.00	(38,661.00)	30,241.00
Stores	9320		1,094.00	(69,799.00)	0.00	0.00	0.00	0.00	(645.00)	0.00
Prepaid Expenditures	9330		(271,292.00)	(49,053.00)	(167,311.00)	(7,010.00)	1,086.00	(1,409.00)	(1,474.00)	(2,389.00)
Other Current Assets	9340		3,502,885.00	5,251,196.00	4,492,301.00	1,816,402.00	1,554,263.00	67,375.00	(134,978.00)	(415,115.00)
SUBTOTAL ASSETS			16,153,750.00	4,059,421.00	865,916.00	(95,811.00)	(550,687.00)	910,824.00	(709,286.00)	(1,392,980.00)
Liabilities			2,880,132.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounts Payable	9500-9599		2,880,132.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Due To Other Funds	9610		0.00	(40,000,000.00)	0.00	0.00	0.00	55,000,000.00	(25,000,000.00)	0.00
Current Loans	9640		112,955.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Deferred Revenues	9650		19,146,837.00	(35,940,579.00)	865,916.00	(95,811.00)	(550,687.00)	55,910,824.00	(25,709,286.00)	(1,392,980.00)
SUBTOTAL LIABILITIES			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Nonoperating			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Suspense Clearing	9910		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL BALANCE SHEET TRANSACTIONS			(15,643,972.00)	41,191,775.00	3,626,385.00	1,912,213.00	2,104,950.00	(55,843,449.00)	25,574,308.00	977,865.00
E. NET INCREASE/DECREASE (B - C + D)			(10,909,638.00)	33,187,954.00	(6,195,166.00)	(25,152,792.00)	7,368,725.00	32,980,924.00	(11,942,069.00)	(27,070,093.00)
F. ENDING CASH (A + E)			9,457,478.00	42,645,432.00	36,450,264.00	11,297,472.00	18,666,197.00	51,647,121.00	39,705,052.00	12,634,959.00
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

ESTIMATES THROUGH THE MONTH OF	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
<b>A. BEGINNING CASH</b>	JUNE	12,634,959.00	3,126,552.00	46,613,911.00	14,802,244.00				
<b>B. RECEIPTS</b>									
Revenue Limit Sources	8010-8019	7,521,562.00	1,203,867.00	403,197.00	8,000,000.00	80,539.00		30,054,103.00	30,054,103.00
Principal Apportionment	8020-8079	12,642,975.00	85,279,519.00	(5,597,138.00)	11,515,089.00	1.00		245,410,309.00	245,410,309.00
Property Taxes	8080-8099	(2,599,305.00)	(1,269,271.00)	(1,268,324.00)	(1,730,443.00)	(566,007.00)		(18,028,976.00)	(18,028,976.00)
Miscellaneous Funds	8100-8299	2,553,304.00	430,319.00	323,649.00	1,142,146.00	7,160,407.00		15,711,001.00	15,711,001.00
Federal Revenue	8300-8599	1,370,792.00	7,032,664.00	2,154,679.00	2,394,107.00	18,837,090.00		71,896,347.00	71,896,347.00
Other State Revenue	8600-8799	254,596.00	264,897.00	235,037.00	(259,367.00)	733,825.00		3,154,489.00	3,154,489.00
Other Local Revenue	8910-8929	0.00	0.00	0.00	2,111,057.00	0.00		2,111,057.00	2,111,057.00
Interfund Transfers In	8930-8979	0.00	0.00	0.00	0.00	0.00		0.00	0.00
All Other Financing Sources		21,743,924.00	92,941,995.00	(3,748,900.00)	23,172,589.00	26,245,855.00	0.00	350,308,330.00	350,308,330.00
<b>TOTAL RECEIPTS</b>									
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999	17,577,446.00	17,588,680.00	17,627,830.00	19,739,456.00	492,221.00		179,063,187.00	179,063,187.00
Classified Salaries	2000-2999	5,289,240.00	5,019,614.00	5,235,423.00	5,122,786.00	5,007,952.00		54,314,565.00	54,314,565.00
Employee Benefits	3000-3999	6,829,839.00	7,020,370.00	6,857,406.00	6,427,459.00	3,158,179.00		73,416,567.00	73,416,567.00
Books and Supplies	4000-4999	558,465.00	638,935.00	1,663,204.00	1,021,415.00	1,696,992.00		10,118,838.00	10,118,838.00
Services	5000-5999	1,707,322.00	2,691,626.00	1,903,194.00	2,417,029.00	5,606,827.00		28,592,683.00	28,592,683.00
Capital Outlay	6000-6599	82,476.00	39,680.00	13,569.00	0.00	97,899.00		245,000.00	245,000.00
Other Outgo	7000-7499	145,698.00	1,134,081.00	397,303.00	1,221,979.00	1,845,922.00		9,711,676.00	9,711,676.00
Interfund Transfers Out	7600-7629	0.00	0.00	0.00	0.00	2.00		2.00	0.00
All Other Financing Uses	7630-7699	0.00	0.00	0.00	0.00	1.00		1.00	0.00
<b>TOTAL DISBURSEMENTS</b>									
<b>D. BALANCE SHEET TRANSACTIONS</b>									
<b>Assets</b>									
Cash Not In Treasury	9111-9199	0.00	0.00	0.00	0.00			(2,000.00)	
Accounts Receivable	9200-9299	408,947.00	(90,139.00)	279,262.00	82,136.00			29,560,818.00	
Due From Other Funds	9310	0.00	0.00	5,000,000.00	8,000,000.00			673,666.00	
Stores	9320	29,809.00	(33,007.00)	0.00	0.00			77,236.00	
Prepaid Expenditures	9330	(1,000.00)	0.00	0.00	0.00			(551.00)	
Other Current Assets	9340	0.00	(792.00)	0.00	0.00			(499,644.00)	
<b>SUBTOTAL ASSETS</b>		437,756.00	(123,938.00)	5,279,262.00	8,082,136.00	0.00	0.00	29,809,525.00	
<b>Liabilities</b>									
Accounts Payable	9500-9599	(500,399.00)	197,712.00	(355,900.00)	(249,066.00)			18,333,494.00	
Due To Other Funds	9610	0.00	0.00	0.00	0.00			2,890,132.00	
Current Loans	9640	0.00	15,000,000.00	0.00	0.00			5,000,000.00	
Deferred Revenues	9650	0.00	0.00	0.00	0.00			112,955.00	
<b>SUBTOTAL LIABILITIES</b>		(500,399.00)	15,197,712.00	(355,900.00)	(249,066.00)	0.00	0.00	26,326,581.00	
Nonoperating									
Suspense Clearing	9910	0.00	0.00	0.00	0.00			0.00	
<b>TOTAL BALANCE SHEET TRANSACTIONS</b>		938,155.00	(15,321,650.00)	5,635,162.00	8,331,202.00	0.00	0.00	3,482,944.00	
<b>E. NET INCREASE/DECREASE (B - C + D)</b>		(9,508,407.00)	43,487,359.00	(31,811,667.00)	(4,446,333.00)	8,339,860.00	0.00	(1,671,345.00)	(5,154,286.00)
<b>F. ENDING CASH (A + E)</b>		3,126,552.00	46,613,911.00	14,802,244.00	10,355,911.00			18,695,771.00	
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>									



ESTIMATES THROUGH THE MONTH OF		July	August	September	October	November	December	January	February
Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
<b>A. BEGINNING CASH</b>									
JUNE		10,355,911.00	(11,563,632.00)	(19,745,483.00)	(25,302,432.00)	(50,731,212.00)	(43,501,708.00)	45,696,239.00	8,772,816.00
<b>B. RECEIPTS</b>									
Revenue Limit Sources		0.00	(56,897.00)	7,189,455.00	0.00	0.00	7,500,000.00	0.00	212,380.00
Principal Apportionment	8010-8019	0.00	27,942.00	5,843,896.00	96,470.00	32,480,343.00	66,802,177.00	6,735,135.00	158,898.00
Property Taxes	8020-8079	9,425,002.00	(2,113,059.00)	(1,212,068.00)	(1,270,830.00)	(1,318,030.00)	(1,275,934.00)	(1,316,032.00)	(1,146,030.00)
Miscellaneous Funds	8080-8099	(943,643.00)	35,050.00	414,577.00	117,566.00	42,340.00	2,501,613.00	1,025,538.00	46,616.00
Federal Revenue	8100-8299	0.00	1,619,368.00	7,303,922.00	4,899,570.00	7,167,667.00	4,347,237.00	9,628,696.00	4,769,806.00
Other State Revenue	8300-8599	948,560.00	172,064.00	441,347.00	452,046.00	208,425.00	0.00	0.00	208,237.00
Other Local Revenue	8600-8799	179,864.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interfund Transfers In	8910-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Sources	8930-8979	9,609,583.00	(315,532.00)	19,981,129.00	4,384,822.00	38,560,765.00	99,926,238.00	15,291,355.00	4,269,907.00
<b>TOTAL RECEIPTS</b>									
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999	681,230.00	2,153,514.00	16,717,042.00	17,156,612.00	17,432,048.00	334.00	34,444,803.00	17,857,740.00
Classified Salaries	2000-2999	31,114.00	2,466,087.00	3,151,348.00	3,658,995.00	4,661,924.00	5,076,906.00	4,756,501.00	4,244,977.00
Employee Benefits	3000-3999	2,516,412.00	810,827.00	5,404,006.00	6,965,269.00	7,036,286.00	2,360,387.00	11,810,930.00	6,903,354.00
Books and Supplies	4000-4999	201,246.00	438,751.00	889,134.00	617,022.00	407,914.00	631,829.00	474,671.00	528,391.00
Services	5000-5999	418,254.00	3,029,058.00	1,541,069.00	2,247,944.00	2,689,370.00	1,118,082.00	1,722,063.00	1,858,789.00
Capital Outlay	6000-6599	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,376.00
Other Outgo	7000-7499	1,023,666.00	(918,109.00)	982,679.00	693,497.00	663,443.00	702,477.00	551,281.00	1,023,646.00
Interfund Transfers Out	7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL DISBURSEMENTS</b>									
<b>D. BALANCE SHEET TRANSACTIONS</b>									
<b>Assets</b>									
Cash Not In Treasury	9111-9199	(2,000.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounts Receivable	9200-9299	9,845,505.00	9,270,493.00	4,159,376.00	1,601,629.00	1,379,902.00	41,662.00	(84,210.00)	(395,999.00)
Due From Other Funds	9310	(7,325,334.00)	(5,000,000.00)	0.00	0.00	0.00	0.00	0.00	0.00
Stores	9320	88,136.00	(69,799.00)	6,900.00	31,817.00	9,608.00	22,192.00	(38,661.00)	30,241.00
Prepaid Expenditures	9330	1,094.00	0.00	0.00	0.00	0.00	0.00	(645.00)	0.00
Other Current Assets	9340	(271,292.00)	(49,053.00)	(167,311.00)	(7,010.00)	1,086.00	(1,409.00)	(1,474.00)	(2,389.00)
<b>SUBTOTAL ASSETS</b>									
Liabilities		2,335,109.00	4,151,641.00	3,998,965.00	1,826,436.00	1,390,596.00	62,435.00	(124,990.00)	(368,147.00)
Accounts Payable	9500-9599	15,999,226.00	4,037,832.00	851,745.00	(99,301.00)	(549,128.00)	900,711.00	(710,461.00)	(1,382,105.00)
Due To Other Funds	9610	2,880,132.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Current Loans	9640	10,000,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Deferred Revenues	9650	112,955.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>SUBTOTAL LIABILITIES</b>									
Nonoperating		0.00	4,037,832.00	851,745.00	(99,301.00)	(549,128.00)	900,711.00	(710,461.00)	(1,382,105.00)
Suspense Clearing	9910	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL BALANCE SHEET TRANSACTIONS</b>									
<b>E. NET INCREASE/DECREASE</b>									
(B - C + D)		(21,919,543.00)	(8,181,851.00)	(5,556,949.00)	(25,428,780.00)	7,229,504.00	89,197,947.00	(36,923,423.00)	(27,144,608.00)
<b>F. ENDING CASH (A + E)</b>									
		(11,563,632.00)	(19,745,483.00)	(25,302,432.00)	(50,731,212.00)	(43,501,708.00)	45,696,239.00	6,772,816.00	(18,371,792.00)
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>									

July 1 Budget (Single Adoption)  
2013-14 Budget  
Cashflow Worksheet - Budget Year (2)

Capistrano Unified  
Orange County

ESTIMATES THROUGH THE MONTH OF	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
A. BEGINNING CASH	JUNE	(18,371,792.00)	(26,880,094.00)	31,650,373.00	(233,424.00)				
B. RECEIPTS									
Revenue Limit Sources									
Principal Apportionment	8010-8019	8,521,562.00	1,203,867.00	403,197.00	9,000,000.00	110,387.00		34,083,951.00	34,083,951.00
Property Taxes	8020-8079	12,642,975.00	85,279,519.00	(5,597,138.00)	11,515,089.00	0.00		245,410,308.00	245,410,308.00
Miscellaneous Funds	8080-8099	(2,599,305.00)	(1,269,271.00)	(1,268,324.00)	(1,790,443.00)	(566,006.00)		(18,028,975.00)	(18,028,975.00)
Federal Revenue	8100-8299	2,601,147.00	434,077.00	330,122.00	1,164,728.00	7,311,527.00		16,024,901.00	16,024,901.00
Other State Revenue	8300-8599	1,398,065.00	7,125,237.00	2,193,290.00	2,437,201.00	19,095,735.00		73,044,394.00	73,044,394.00
Other Local Revenue	8600-8799	254,528.00	265,534.00	235,625.00	(258,533.00)	733,202.00		3,161,282.00	3,161,282.00
Interfund Transfers In	8910-8929	0.00	0.00	0.00	2,111,057.00	0.00		2,111,057.00	2,111,057.00
All Other Financing Sources	8930-8979	0.00	0.00	0.00	0.00	0.00		0.00	0.00
TOTAL RECEIPTS		22,818,972.00	93,038,963.00	(3,703,228.00)	24,239,099.00	26,684,845.00	0.00	355,806,918.00	355,806,918.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	17,636,092.00	17,636,048.00	17,666,823.00	19,570,812.00	709,316.00		179,662,414.00	179,662,414.00
Classified Salaries	2000-2999	5,145,685.00	4,948,540.00	5,129,984.00	5,001,388.00	5,115,503.00		53,828,932.00	53,828,932.00
Employee Benefits	3000-3999	6,925,227.00	7,103,685.00	6,970,396.00	6,641,545.00	3,199,340.00		74,647,764.00	74,647,764.00
Books and Supplies	4000-4999	552,701.00	644,993.00	1,689,125.00	1,085,086.00	1,490,709.00		9,651,572.00	9,651,572.00
Services	5000-5999	1,736,871.00	2,698,536.00	1,921,794.00	2,481,127.00	5,712,892.00		29,175,869.00	29,175,869.00
Capital Outlay	6000-6599	82,476.00	39,680.00	13,569.00	0.00	97,903.00		245,004.00	245,004.00
Other Outgo	7000-7499	142,051.00	1,131,714.00	395,181.00	1,215,724.00	1,818,361.00		9,625,791.00	9,625,791.00
Interfund Transfers Out	7600-7629	0.00	0.00	0.00	0.00	2.00		2.00	2.00
All Other Financing Uses	7630-7699	0.00	0.00	0.00	0.00	1.00		1.00	1.00
TOTAL DISBURSEMENTS		32,221,103.00	34,203,196.00	33,766,832.00	35,995,792.00	18,144,027.00	0.00	356,837,349.00	356,837,349.00
D. BALANCE SHEET TRANSACTIONS									
Assets									
Cash Not In Treasury	9111-9199	0.00	0.00	0.00	0.00	0.00		(2,000.00)	
Accounts Receivable	9200-9299	365,586.00	(80,581.00)	249,651.00	73,427.00	1,522,124.00		27,948,555.00	
Due From Other Funds	9310	0.00	0.00	5,000,000.00	8,000,000.00	0.00		673,666.00	
Stores	9320	29,809.00	(33,007.00)	0.00	0.00	0.00		77,236.00	
Prepaid Expenditures	9330	(1,000.00)	0.00	1.00	0.00	0.00		(550.00)	
Other Current Assets	9340	0.00	(792.00)	0.00	0.00	0.00		(499,644.00)	
SUBTOTAL ASSETS		394,395.00	(114,380.00)	5,249,652.00	8,073,427.00	1,522,124.00	0.00	28,197,263.00	
Liabilities									
Accounts Payable	9500-9599	(499,434.00)	190,920.00	(356,611.00)	(250,964.00)	(158,895.00)		17,973,534.00	
Due To Other Funds	9610	0.00	0.00	0.00	0.00	0.00		2,880,132.00	
Current Loans	9640	0.00	0.00	0.00	0.00	0.00		10,000,000.00	
Deferred Revenues	9650	0.00	0.00	0.00	0.00	0.00		112,955.00	
SUBTOTAL LIABILITIES		(499,434.00)	190,920.00	(356,611.00)	(250,964.00)	(158,895.00)	0.00	30,966,621.00	
Nonoperating									
Suspense Clearing	9910	0.00	0.00	0.00	0.00	0.00		0.00	
TOTAL BALANCE SHEET TRANSACTIONS		893,829.00	(305,300.00)	5,606,263.00	8,324,391.00	1,661,020.00	0.00	(2,769,358.00)	
E. NET INCREASE/DECREASE (B - C + D)		(8,508,302.00)	58,530,467.00	(31,883,797.00)	(3,432,292.00)	10,221,838.00	0.00	(3,799,789.00)	(1,030,431.00)
F. ENDING CASH (A + E)		(26,890,094.00)	31,650,373.00	(233,424.00)	(3,665,716.00)				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								6,556,122.00	

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	177,893,482.00	301	960.00	303	177,892,522.00	305	5,528,022.00		307	172,364,500.00	309
2000 - Classified Salaries	53,455,598.77	311	0.00	313	53,455,598.77	315	5,798,526.00		317	47,657,072.77	319
3000 - Employee Benefits (Excluding 3800)	74,910,156.26	321	616,621.47	323	74,293,534.79	325	3,190,520.00		327	71,103,014.79	329
4000 - Books, Supplies Equip Replace. (6500)	11,421,776.97	331	98,140.00	333	11,323,636.97	335	2,793,630.00		337	8,530,006.97	339
5000 - Services... & 7300 - Indirect Costs	32,696,385.12	341	8,017.00	343	32,688,368.12	345	8,045,062.00		347	24,643,306.12	349
TOTAL					349,653,660.65	365			TOTAL	324,297,900.65	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372

\* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)		Object	EDP No.
1. Teacher Salaries as Per EC 41011		1100	375
2. Salaries of Instructional Aides Per EC 41011		2100	380
3. STRS		3101 & 3102	382
4. PERS		3201 & 3202	383
5. OASDI - Regular, Medicare and Alternative		3301 & 3302	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans)		3401 & 3402	385
7. Unemployment Insurance		3501 & 3502	390
8. Workers' Compensation Insurance		3601 & 3602	392
9. OPEB, Active Employees (EC 41372)		3751 & 3752	396
10. Other Benefits (EC 22310)		3901 & 3902	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)			395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2			0.00
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)			23,086.00
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*			396
14. TOTAL SALARIES AND BENEFITS			216,303,120.29
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372			66.70%
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT	
A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.	
1. Minimum percentage required (60% elementary, 55% unified, 50% high)	55.00%
2. Percentage spent by this district (Part II, Line 15)	66.70%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	0.00%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	324,297,900.65
5. Deficiency Amount (Part III, Line 3 times Line 4)	0.00

Current Expense Formula/Minimum Classroom Compensation

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	179,063,187.00	301	0.00	303	179,063,187.00	305	5,940,184.00		307	173,123,003.00	309
2000 - Classified Salaries	54,314,665.00	311	0.00	313	54,314,665.00	315	6,168,753.00		317	48,145,912.00	319
3000 - Employee Benefits (Excluding 3800)	73,073,378.00	321	654,726.00	323	72,418,652.00	325	3,344,296.00		327	69,074,356.00	329
4000 - Books, Supplies Equip Replace. (6500)	10,118,838.00	331	0.00	333	10,118,838.00	335	3,469,576.00		337	6,649,262.00	339
5000 - Services. . . & 7300 - Indirect Costs	27,985,151.00	341	500.00	343	27,984,651.00	345	5,118,228.00		347	22,866,423.00	349
TOTAL					343,899,993.00	365			TOTAL	319,858,956.00	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372

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PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)		Object	EDP No.
1. Teacher Salaries as Per EC 41011.		1100	375
2. Salaries of Instructional Aides Per EC 41011.		2100	380
3. STRS.		3101 & 3102	382
4. PERS.		3201 & 3202	383
5. OASDI - Regular, Medicare and Alternative.		3301 & 3302	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans).		3401 & 3402	385
7. Unemployment Insurance.		3501 & 3502	390
8. Workers' Compensation Insurance.		3601 & 3602	392
9. OPEB, Active Employees (EC 41372).		3751 & 3752	396
10. Other Benefits (EC 22310).		3901 & 3902	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10).			395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2.			0.00
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted).			17,229.00
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*.			396
14. TOTAL SALARIES AND BENEFITS.			217,680,796.00
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372.			68.06%
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT	
A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under th provisions of EC 41374.	
1. Minimum percentage required (60% elementary, 55% unified, 50% high)	55.00%
2. Percentage spent by this district (Part II, Line 15)	68.06%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	0.00%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369).	319,858,956.00
5. Deficiency Amount (Part III, Line 3 times Line 4)	0.00

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
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2000 - Classified Salaries	54,314,665.00	311	0.00	313	54,314,665.00	315	6,168,753.00		317	48,145,912.00	319
3000 - Employee Benefits (Excluding 3800)	73,073,378.00	321	654,726.00	323	72,418,652.00	325	3,344,296.00		327	69,074,356.00	329
4000 - Books, Supplies Equip Replace. (6500)	10,118,838.00	331	0.00	333	10,118,838.00	335	3,469,576.00		337	6,649,262.00	339
5000 - Services... & 7300 - Indirect Costs	27,985,151.00	341	500.00	343	27,984,651.00	345	5,118,228.00		347	22,866,423.00	349
TOTAL					343,899,993.00	365			TOTAL	319,858,956.00	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372

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PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)		Object	EDP No.
1. Teacher Salaries as Per EC 41011		1100	375
2. Salaries of Instructional Aides Per EC 41011		2100	380
3. STRS		3101 & 3102	382
4. PERS		3201 & 3202	383
5. OASDI - Regular, Medicare and Alternative		3301 & 3302	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans)		3401 & 3402	385
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8. Workers' Compensation Insurance		3601 & 3602	392
9. OPEB, Active Employees (EC 41372)		3751 & 3752	396
10. Other Benefits (EC 22310)		3901 & 3902	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10)			395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2			0.00
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted)			17,229.00
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*			396
14. TOTAL SALARIES AND BENEFITS			217,680,796.00
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372			68.06%
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT	
A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.	
1. Minimum percentage required (60% elementary, 55% unified, 50% high)	55.00%
2. Percentage spent by this district (Part II, Line 15)	68.06%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	0.00%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369)	319,858,956.00
5. Deficiency Amount (Part III, Line 3 times Line 4)	0.00

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
<b>A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>					
1. Adjusted Beginning Fund Balance	9791-9795	0.00		0.00	0.00
2. State Lottery Revenue	8560	6,804,288.00		1,884,885.00	8,689,173.00
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		6,804,288.00	0.00	1,884,885.00	8,689,173.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>					
1. Certificated Salaries	1000-1999	5,294,674.00			5,294,674.00
2. Classified Salaries	2000-2999	409,501.00			409,501.00
3. Employee Benefits	3000-3999	719,298.00			719,298.00
4. Books and Supplies	4000-4999	145,270.00		1,129,567.00	1,274,837.00
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	100,450.00			100,450.00
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800				
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800			118,000.00	118,000.00
6. Capital Outlay	6000-6999	0.00			0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211,7212,7221, 7222,7281,7282	0.00			0.00
b. To JPAs and All Others	7213,7223, 7283,7299	135,095.00		37,318.00	172,413.00
9. Transfers of Indirect Costs	7300-7399				
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11)		6,804,288.00	0.00	1,284,885.00	8,089,173.00
<b>C. ENDING BALANCE</b>					
(Must equal Line A6 minus Line B12)	979Z	0.00	0.00	600,000.00	600,000.00
<b>D. COMMENTS:</b>					
Transfer to ROP					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget.

\*Pursuant to Government Code Section 8880.4(a)(2) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

Description	Object Codes	2013-14 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2014-15 Projection (C)	% Change (Cols. E-C/C) (D)	2015-16 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted except line A1)						
<b>A. REVENUES AND OTHER FINANCING SOURCES:</b>						
1. Revenue Limit Sources	8010-8099	252,191,904.00				
a. Base Revenue Limit per ADA (Form RL, line 4, ID 0024)		6,810.18	1.81%	6,933.18	2.21%	7,086.18
b. AB 851 Add-on (Meals, BTS, Special Adj.) (Form RL, line 5b, ID 0719)		22.85	1.79%	23.26	2.19%	23.77
c. Revenue Limit ADA (Form RL, line 5c, ID 0033)		49,018.01	-0.24%	48,898.01	-0.38%	48,711.10
d. Total Base Revenue Limit ((Line A1a plus A1b) times A1c) (ID 0034, 0724)		334,941,532.87	1.56%	340,156,072.68	1.82%	346,333,485.45
e. Other Revenue Limit (Form RL, lines 6 thru 14)		693,790.00	0.00%	693,790.00	0.00%	693,790.00
f. Total Revenue Limit Subject to Deficit (Sum lines A1d plus A1e, ID 0082)		335,635,322.87	1.55%	340,849,862.68	1.81%	347,027,275.45
g. Deficit Factor (Form RL, line 16)		0.77728	0.00%	0.77728	0.00%	0.77728
h. Deficit Revenue Limit (Line A1f times line A1g) (ID 0284)		260,882,623.76	1.55%	264,935,781.26	1.81%	269,737,360.66
i. Plus: Other Adjustments (e.g., basic aid, charter schools object 8015, prior year adjustments objects 8019 and 8099)		0.00	0.00%	0.00	0.00%	0.00
j. Revenue Limit Transfers (Objects 8091 and 8097)		(5,243,532.00)	0.00%	(5,243,532.00)	0.00%	(5,243,532.00)
k. Other Adjustments (Form RL, lines 18 thru 20 and line 41)		(3,447,188.00)	0.68%	(3,470,497.26)	0.45%	(3,485,999.66)
l. Total Revenue Limit Sources (Sum lines A1h thru A1k) (Must equal line A1)		252,191,903.76	1.60%	256,221,752.00	1.87%	261,007,829.00
2. Federal Revenues	8100-8299	659,511.00	1.95%	672,363.00	1.95%	685,472.00
3. Other State Revenues	8300-8599	33,764,373.00	1.45%	34,254,503.00	1.78%	34,864,334.00
4. Other Local Revenues	8600-8799	2,577,089.00	0.26%	2,583,879.00	0.27%	2,590,805.00
5. Other Financing Sources						
a. Transfers In	8900-8929	2,111,057.00	0.00%	2,111,057.00	0.00%	2,111,057.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(50,296,653.00)	1.49%	(51,047,587.00)	1.71%	(51,922,490.00)
6. Total (Sum lines A11 thru A5)		241,007,280.76	1.57%	244,795,967.00	1.86%	249,337,007.00
<b>B. EXPENDITURES AND OTHER FINANCING USES:</b>						
1. Certificated Salaries						
a. Base Salaries				145,950,546.00		160,053,082.00
b. Step & Column Adjustment				2,189,258.00		2,400,797.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				11,913,278.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	145,950,546.00	9.66%	160,053,082.00	1.50%	162,453,879.00
2. Classified Salaries						
a. Base Salaries				24,878,180.00		27,803,716.00
b. Step & Column Adjustment				497,564.00		556,074.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				2,427,972.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	24,878,180.00	11.76%	27,803,716.00	2.00%	28,359,790.00
3. Employee Benefits	3000-3999	53,716,623.00	6.38%	57,144,670.00	1.26%	57,867,185.00
4. Books and Supplies	4000-4999	3,584,771.00	2.30%	3,667,221.00	-33.85%	2,425,889.00
5. Services and Other Operating Expenditures	5000-5999	17,169,336.00	6.96%	18,364,231.00	1.72%	18,679,390.00
6. Capital Outlay	6000-6999	245,000.00	0.00%	245,000.00	0.00%	245,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	3,927,363.00	-2.19%	3,841,478.00	1.37%	3,893,995.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(4,792,985.00)	0.00%	(4,792,985.00)	0.00%	(4,792,985.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				(20,500,000.00)		(20,000,000.00)
11. Total (Sum lines B1 thru B10)		244,678,834.00	0.47%	245,826,413.00	1.34%	249,132,141.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)</b>						
		(3,671,553.24)		(1,030,446.00)		204,866.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1c)		12,655,503.00		8,983,949.76		7,953,503.76
2. Ending Fund Balance (Sum lines C and D1)		8,983,949.76		7,953,503.76		8,158,369.76
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	325,000.00		325,000.00		325,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	1,333,012.00				
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	7,296,000.00		7,296,000.00		7,296,000.00
2. Unassigned/Unappropriated	9790	29,938.00		332,503.76		537,369.76
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		8,983,950.00		7,953,503.76		8,158,369.76

Description	Object Codes	2013-14 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2014-15 Projection (C)	% Change (Cols. E-C/C) (D)	2015-16 Projection (E)
<b>E AVAILABLE RESERVES</b>						
<b>1. General Fund</b>						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	7,296,000.00		7,296,000.00		7,296,000.00
c. Unassigned/Unappropriated	9790	29,938.00		332,503.76		537,369.76
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
<b>2. Special Reserve Fund - Noncapital Outlay (Fund 17)</b>						
a. Stabilization Arrangements	9750			0.00		0.00
b. Reserve for Economic Uncertainties	9789			0.00		0.00
c. Unassigned/Unappropriated	9790			0.00		0.00
<b>3. Total Available Reserves (Sum lines E1a thru E2c)</b>		<b>7,325,938.00</b>		<b>7,628,503.76</b>		<b>7,833,369.76</b>
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide						
Budget reductions will be required in 14/15 and 15/16 based upon current projections.						



Description	Object Codes	2013-14 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2014-15 Projection (C)	% Change (Cols. E-C/C) (D)	2015-16 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. Revenue Limit Sources	8010-8099	5,243,532.00	0.00%	5,243,532.00	0.00%	5,243,532.00
2. Federal Revenues	8100-8299	15,051,490.00	2.00%	15,352,520.00	-1.26%	15,159,570.00
3. Other State Revenues	8300-8599	38,131,974.00	1.73%	38,789,891.00	2.20%	39,643,269.00
4. Other Local Revenues	8600-8799	577,400.00	0.00%	577,400.00	0.00%	577,400.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	50,296,653.00	1.49%	51,047,587.00	1.71%	51,922,490.00
6. Total (Sum lines A1 thru A5)		109,301,049.00	1.56%	111,010,930.00	1.38%	112,546,261.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				33,112,641.00		33,609,331.00
b. Step & Column Adjustment				496,690.00		504,140.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	33,112,641.00	1.50%	33,609,331.00	1.50%	34,113,471.00
2. Classified Salaries						
a. Base Salaries				29,436,485.00		30,025,215.00
b. Step & Column Adjustment				588,730.00		600,504.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	29,436,485.00	2.00%	30,025,215.00	2.00%	30,625,719.00
3. Employee Benefits	3000-3999	19,699,944.00	1.54%	20,003,095.00	1.38%	20,278,483.00
4. Books and Supplies	4000-4999	6,534,067.00	-8.41%	5,984,351.00	3.11%	6,170,210.00
5. Services and Other Operating Expenditures	5000-5999	11,423,347.00	-4.92%	10,861,455.00	2.48%	11,130,895.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	6,391,845.00	-0.78%	6,342,030.00	-4.73%	6,042,030.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	4,185,453.00	0.00%	4,185,453.00	0.00%	4,185,453.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		110,783,782.00	0.21%	111,010,930.00	1.38%	112,546,261.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)						
		(1,482,733.00)		0.00		0.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		1,482,733.00		0.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		0.00		0.00		0.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	0.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance		0.00		0.00		0.00
(Line D3f must agree with line D2)						

Description	Object Codes	2013-14 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2014-15 Projection (C)	% Change (Cols. E-C/C) (D)	2015-16 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	2013-14 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2014-15 Projection (C)	% Change (Cols. E-C/C) (D)	2015-16 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. Revenue Limit Sources	8010-8099	257,435,436.00	1.57%	261,465,284.00	1.83%	266,251,361.00
2. Federal Revenues	8100-8299	15,711,001.00	2.00%	16,024,883.00	-1.12%	15,845,042.00
3. Other State Revenues	8300-8599	71,896,347.00	1.60%	73,044,394.00	2.00%	74,507,603.00
4. Other Local Revenues	8600-8799	3,154,489.00	0.22%	3,161,279.00	0.22%	3,168,205.00
5. Other Financing Sources						
a. Transfers In	8900-8929	2,111,057.00	0.00%	2,111,057.00	0.00%	2,111,057.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5)		350,308,329.76	1.57%	355,806,897.00	1.71%	361,883,268.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				179,063,187.00		193,662,413.00
b. Step & Column Adjustment				2,685,948.00		2,904,937.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				11,913,278.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	179,063,187.00	8.15%	193,662,413.00	1.50%	196,567,350.00
2. Classified Salaries						
a. Base Salaries				54,314,665.00		57,828,931.00
b. Step & Column Adjustment				1,086,294.00		1,156,578.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				2,427,972.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	54,314,665.00	6.47%	57,828,931.00	2.00%	58,985,509.00
3. Employee Benefits	3000-3999	73,416,567.00	5.08%	77,147,765.00	1.29%	78,145,668.00
4. Books and Supplies	4000-4999	10,118,838.00	-4.62%	9,651,572.00	-10.94%	8,596,099.00
5. Services and Other Operating Expenditures	5000-5999	28,592,683.00	2.21%	29,225,686.00	2.00%	29,810,285.00
6. Capital Outlay	6000-6999	245,000.00	0.00%	245,000.00	0.00%	245,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	10,319,208.00	-1.32%	10,183,508.00	-2.43%	9,936,023.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(607,532.00)	0.00%	(607,532.00)	0.00%	(607,532.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				(20,500,000.00)		(20,000,000.00)
11. Total (Sum lines B1 thru B10)		355,462,616.00	0.39%	356,837,343.00	1.36%	361,678,402.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b> (Line A6 minus line B11)						
		(5,154,286.24)		(1,030,446.00)		204,866.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		14,138,236.00		8,983,949.76		7,953,503.76
2. Ending Fund Balance (Sum lines C and D1)		8,983,949.76		7,953,503.76		8,158,369.76
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	325,000.00		325,000.00		325,000.00
h. Restricted	9740	0.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	1,333,012.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	7,296,000.00		7,296,000.00		7,296,000.00
2. Unassigned/Unappropriated	9790	29,938.00		332,503.76		537,369.76
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		8,983,950.00		7,953,503.76		8,158,369.76

Description	Object Codes	2013-14 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2014-15 Projection (C)	% Change (Cols. E-C/C) (D)	2015-16 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	7,296,000.00		7,296,000.00		7,296,000.00
c. Unassigned/Unappropriated	9790	29,938.00		332,503.76		537,369.76
d. Negative Restricted Ending Balances (Negative resources 2000-9999) (Enter projections)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		7,325,938.00		7,628,503.76		7,833,369.76
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		2.06%		2.14%		2.17%
<b>F. RECOMMENDED RESERVES</b>						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):	Capistrano Unified					
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00		0.00		0.00
2. District ADA Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, lines 3, 6, and 25; enter projections)						
		48,337.17		48,216.26		48,029.35
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		355,462,616.00		356,837,343.00		361,678,402.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		355,462,616.00		356,837,343.00		361,678,402.00
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		2%		2%		2%
e. Reserve Standard - By Percent (Line F3c times F3d)		7,109,252.32		7,136,746.86		7,233,568.04
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		7,109,252.32		7,136,746.86		7,233,568.04
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Section I - Expenditures	Funds 01, 09, and 62			2012-13 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	361,417,824.00
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3355 and 3385)	All	All	1000-7999	24,415,982.00
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999 except 3801-3802	2,472.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	263,800.00
3. Debt Service	All	9100	5400-5450, 5800, 7430- 7439	1,491,660.88
4. Other Transfers Out	All	9200	7200-7299	2,828,241.00
5. Interfund Transfers Out	All	9300	7600-7629	0.00
6. All Other Financing Uses	All	9100 9200	7699 7651	0.00
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999 except 3801-3802	0.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	250,000.00
9. PERS Reduction	All	All	3801-3802	341,574.00
10. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C9, D1, or D2.			
11. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C10)				5,177,747.88
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	0.00
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures before adjustments (Line A minus lines B and C11, plus lines D1 and D2)				331,824,094.12
F. Charter school expenditure adjustments (From Section V)				0.00
G. Total expenditures subject to MOE (Line E plus Line F)				331,824,094.12

<b>Section II - Expenditures Per ADA</b>		<b>2012-13 Annual ADA/ Exps. Per ADA</b>
A. Average Daily Attendance (Form A, Annual ADA column, lines 3, 6, 26, 28, and 29)		51,677.31
B. Supplemental Instructional Hours converted to ADA (Form A, Annual ADA column, lines 21 and 27 - Currently not collected due to flexibility provisions of SBX3 4 as amended by SB 70)		
C. Total ADA before adjustments (Lines A plus B)		51,677.31
D. Charter school ADA adjustments (From Section V)		0.00
E. Adjusted total ADA (Lines C plus D)		51,677.31
F. Expenditures per ADA (Line I.G divided by Line II.E)		6,421.08
<b>Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)</b>		
	<b>Total</b>	<b>Per ADA</b>
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	332,428,054.01	6,824.95
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section VI)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	332,428,054.01	6,824.95
B. Required effort (Line A.2 times 90%)	299,185,248.61	6,142.46
C. Current year expenditures (Line I.G and Line II.F)	331,824,094.12	6,421.08
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under NCLB covered programs in FY 2014-15 may be reduced by the lower of the two percentages)	0.00%	0.00%

**Section IV - Education Jobs Fund Expenditures to Meet MOE Requirement (If both amounts in Line D of Section III are positive)**

Education Jobs Fund Expenditures (Resource 3205)	Funds 01, 09, and 62			2012-13 Expenditures
	Goals	Functions	Objects	
A. Expenditures available to apply to deficiency:				
1. All Resource 3205 Expenditures	All	All	1000-7999	0.00
2. Less state and local expenditures not allowed for MOE:				
a. Community Services	All	5000-5999	1000-7999 except 3801-3802	0.00
b. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	0.00
c. Debt Service	All	9100	5400-5450, 5800, 7430- 7439	0.00
d. Other Transfers Out	All	9200	7200-7299	0.00
e. Interfund Transfers Out	All	9300	7600-7629	0.00
f. All Other Financing Uses	All	9100 9200	7699 7651	0.00
g. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999 except 3801-3802	0.00
h. PERS Reduction	All	All	3801-3802	0.00
i. Supplemental expenditures made as a result of a Presidentially declared disaster.	Manually entered. Must not include expenditures previously included.			
j. Total state and local expenditures not allowed for MOE calculation (Sum lines A2a through A2i)				0.00
3. Plus additional MOE expenditures:				
a. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures previously included.			
4. Total Education Jobs Fund expenditures available to apply to deficiency (Line IV.A1 minus Line IV.A2j plus Line IV.A3a)				0.00

<b>Section IV - Education Jobs Fund Expenditures to Meet MOE Requirement (If both amounts in Line D of Section III are positive) (continued)</b>		
<b>Aggregate Expenditures/Per ADA Expenditures</b>	<b>Total</b>	<b>Per ADA</b>
B. MOE deficiency amount if MOE not met Col 1 (Line III.D) and Col 2 (Line III.D x Line II.E)	0.00	0.00
C. Education Jobs Fund expenditures applied (Using lowest amount needed)  (Lowest amount in Line IV.B, up to amount available in Line IV.A4)	0.00	0.00
D. Total expenditures, with adjustments, Col 1 (Line I.G plus Line IV.C)	331,824,094.12	
E. Total expenditures per ADA, with adjustments, Col 2 (Col 1 Line IV.D divided by Line II.E)		6,421.08
F. Adjusted MOE expenditures deficiency amount, Col 1 (Line IV.B minus Line IV.C)	0.00	
G. Adjusted MOE per pupil expenditure deficiency amount, Col 2 (Line III.B minus IV.E) (If negative, then zero)		0.00
H. MOE determination with Education Jobs Fund expenditure adjustment.  (If both amounts in lines F and G are positive, MOE not met. If either column in Line IV.F or IV.G equals zero, MOE requirement has been met)	MOE Met	
I. MOE adjusted deficiency percentage, if MOE not met; otherwise zero. Col 1 (Line IV.F divided by Line III.B) and Col 2 (Line IV.G divided by Line III.B)  (Funding under NCLB covered programs in FY 2014-15 may be reduced by the lower of the two percentages)	0.00%	0.00%



<b>SECTION V - Detail of Charter School Adjustments (used in Section I, Line F and Section II, Line D)</b>		
<b>Charter School Name/Reason for Adjustment</b>	<b>Expenditure Adjustment</b>	<b>ADA Adjustment</b>
Total charter school adjustments	0.00	0.00
<b>SECTION VI - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)</b>		
<b>Description of Adjustments</b>	<b>Total Expenditures</b>	<b>Expenditures Per ADA</b>
Total adjustments to base expenditures	0.00	0.00

Description	Principal Appt. Software Data ID	2012-13 Estimated Actuals	2013-14 Budget
<b>BASE REVENUE LIMIT PER ADA</b>			
1. Base Revenue Limit per ADA (prior year)	0025	6,492.18	6,704.18
2. Inflation Increase	0041	212.00	106.00
3. All Other Adjustments	0042, 0525	0.00	0.00
4. TOTAL, BASE REVENUE LIMIT PER ADA (Sum Lines 1 through 3)	0024	6,704.18	6,810.18
<b>REVENUE LIMIT SUBJECT TO DEFICIT</b>			
5. Total Base Revenue Limit			
a. Base Revenue Limit per ADA (from Line 4)	0024	6,704.18	6,810.18
b. AB 851 Add-on (Meals, BTS, Special Adjustments)	0719	22.50	22.85
c. Revenue Limit ADA	0033	49,248.26	49,018.01
d. Total Base Revenue Limit (Lines 5a plus 5b, times 5c)	0034, 0724	331,277,285.58	334,941,532.87
6. Allowance for Necessary Small School	0489	0.00	0.00
7. Gain or Loss from Interdistrict Attendance Agreements	0272	0.00	0.00
8. Meals for Needy Pupils	0090		
9. Special Revenue Limit Adjustments	0274	693,790.00	693,790.00
10. One-time Equalization Adjustments	0275		
11. Miscellaneous Revenue Limit Adjustments	0276, 0659	0.00	0.00
12. Less: All Charter District Revenue Limit Adjustment	0217	0.00	0.00
13. Beginning Teacher Salary Incentive Funding	0552		
14. Less: Class Size Penalties Adjustment	0173	0.00	0.00
15. REVENUE LIMIT SUBJECT TO DEFICIT (Sum Lines 5d through 11, plus Line 13, minus Lines 12 and 14)	0082	331,971,075.58	335,635,322.87
<b>DEFICIT CALCULATION</b>			
16. Deficit Factor	0281	0.77728	0.77728
17. TOTAL DEFICITED REVENUE LIMIT (Line 15 times Line 16)	0284	258,034,477.63	260,882,623.76
<b>OTHER REVENUE LIMIT ITEMS</b>			
18. Unemployment Insurance Revenue	0060	2,619,523.00	138,835.00
19. Less: Longer Day/Year Penalty	0287	0.00	0.00
20. Less: Excess ROC/P Reserves Adjustment	0288	0.00	0.00
21. Less: PERS Reduction	0195	397,245.00	398,053.00
22. PERS Safety Adjustment/SFUSD PERS Adjustment	0205, 0654	0.00	0.00
23. TOTAL, OTHER REVENUE LIMIT ITEMS (Sum Lines 18 and 22, minus Lines 19 through 21)	---	2,222,278.00	(259,218.00)
24. TOTAL REVENUE LIMIT (Sum Lines 17 and 23)	0088	260,256,755.63	260,623,405.76

Description	Principal Appt. Software Data ID	2012-13 Estimated Actuals	2013-14 Budget
<b>REVENUE LIMIT - LOCAL SOURCES</b>			
25. Property Taxes	0587	244,166,615.00	244,166,615.00
26. Miscellaneous Funds	0588	0.00	0.00
27. Community Redevelopment Funds	0589, 0721	5,778,434.00	1,243,694.00
28. Less: Charter Schools In-lieu Taxes	0595	15,335,357.00	18,427,029.00
29. TOTAL, REVENUE LIMIT - LOCAL SOURCES (Sum Lines 25 through 27, minus Line 28)	0126	234,609,692.00	226,983,280.00
30. Charter School General Purpose Block Grant Offset (Unified Districts Only)	0293	0.00	0.00
31. STATE AID PORTION OF REVENUE LIMIT			
a. Gross State Aid Portion of Revenue Limit (Sum Line 24 minus Lines 29 and 30; if negative, then zero)	0111	25,647,063.63	33,640,125.76
b. Less: Education Protection Account (Object 8012)	0736	25,647,064.00	33,640,126.00
c. NET STATE AID (Line 31a minus 31b; if negative, then zero)	0737	0.00	0.00
<b>OTHER ITEMS</b>			
32. Less: County Office Funds Transfer	0458	3,529,478.00	3,586,023.00
33. Core Academic Program	9001		
34. California High School Exit Exam	9002		
35. Pupil Promotion and Retention Programs (Retained and Recommended for Retention, and Low STAR and At Risk of Retention)	9016, 9017		
36. Apprenticeship Funding	0570		
37. Community Day School Additional Funding	3103, 9007		
38. Basic Aid "Choice"/Court Ordered Voluntary Pupil Transfer/Basic Aid Open Enrollment	0634, 0629, 9037	0.00	0.00
39. Basic Aid Supplement Charter School Adjustment	9018	0.00	0.00
40. All Other Adjustments	---	0.00	0.00
41. TOTAL, OTHER ITEMS (Sum Lines 33 through 40, minus Line 32)	---	(3,529,478.00)	(3,586,023.00)
42. TOTAL, NET STATE AID PORTION OF REVENUE LIMIT (Sum Lines 31c and 41) (This amount should agree with Object 8011)	---	(3,529,478.00)	(3,586,023.00)
43. Less: Revenue Limit State Apportionment Receipts	---	(2,483,622.00)	
44. NET ACCRUAL TO STATE AID - REVENUE LIMIT (Line 42 minus Line 43)	---	(1,045,856.00)	

<b>OTHER NON-REVENUE LIMIT ITEMS</b>			
45. Core Academic Program	9001		
46. California High School Exit Exam	9002		
47. Pupil Promotion and Retention Programs (Retained and Recommended for Retention, and Low STAR and At Risk of Retention)	9016, 9017		
48. Apprenticeship Funding	0570		
49. Community Day School Additional Funding	3103, 9007		

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail	0.00	(240,675.00)	0.00	(674,520.00)				
Other Sources/Uses Detail					2,111,057.00	0.00		
Fund Reconciliation							0.00	0.00
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
11 ADULT EDUCATION FUND								
Expenditure Detail	27,926.00	0.00	74,374.00	0.00				
Other Sources/Uses Detail					0.00	911,057.00		
Fund Reconciliation							0.00	0.00
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	205,640.00	0.00	226,149.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	7,109.00	0.00	373,997.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	1,200,000.00		
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00	0.00	0.00
Fund Reconciliation								
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00	0.00	0.00
Fund Reconciliation								
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00	0.00	0.00
Fund Reconciliation								
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00	0.00	0.00
Fund Reconciliation								
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00		0.00	0.00
Fund Reconciliation								
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00		0.00	0.00
Fund Reconciliation								
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail							0.00	0.00
Fund Reconciliation								
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail							0.00	0.00
Fund Reconciliation								
<b>TOTALS</b>	<b>240,675.00</b>	<b>(240,675.00)</b>	<b>674,520.00</b>	<b>(674,520.00)</b>	<b>2,111,057.00</b>	<b>2,111,057.00</b>	<b>0.00</b>	<b>0.00</b>

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail	0.00	(203,364.00)	0.00	(607,532.00)				
Other Sources/Uses Detail					2,111,057.00	0.00		
Fund Reconciliation								
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
11 ADULT EDUCATION FUND								
Expenditure Detail	6,000.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	911,057.00		
Fund Reconciliation								
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	187,220.00	0.00	210,070.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	7,144.00	0.00	397,462.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	1,200,000.00		
Fund Reconciliation								
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
67 SELF-INSURANCE FUND								
Expenditure Detail	1,000.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
<b>TOTALS</b>	<b>203,364.00</b>	<b>(203,364.00)</b>	<b>607,532.00</b>	<b>(607,532.00)</b>	<b>2,111,057.00</b>	<b>2,111,057.00</b>		

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

(  ) Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$ 8,207,104.00
Less: Amount of total liabilities reserved in budget:	\$ 8,207,104.00
Estimated accrued but unfunded liabilities:	\$ 0.00

(  ) This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

\_\_\_\_\_

(  ) This school district is not self-insured for workers' compensation claims.

Signed \_\_\_\_\_  
Clerk/Secretary of the Governing Board  
(Original signature required)

Date of Meeting: \_\_\_\_\_

For additional information on this certification, please contact:

Name: Philippa Geiger

Title: Executive Director, Fiscal Services

Telephone: (949) 234 9316

E-mail: pkgeiger@capousd.org



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

Deviations from the standards must be explained and may affect the approval of the budget.

**CRITERIA AND STANDARDS**

**1. CRITERION: Average Daily Attendance**

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines 3, 6, and 25):

District's ADA Standard Percentage Level:

**1A. Calculating the District's ADA Variances**

DATA ENTRY: Enter data in the Revenue Limit ADA, Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Revenue Limit (Funded) ADA		ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
	Original Budget (Use Form RL, Line 5c [5b])	Estimated/Unaudited Actuals (Form RL, Line 5c [5b])		
Third Prior Year (2010-11)	50,204.88	50,276.79	N/A	Met
Second Prior Year (2011-12)	49,475.42	49,564.42	N/A	Met
First Prior Year (2012-13)	49,204.43	49,248.26	N/A	Met
Budget Year (2013-14) (Criterion 4A1, Step 2a)	49,018.01			

**1B. Comparison of District ADA to the Standard**

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

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

**Explanation:**  
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

**Explanation:**  
(required if NOT met)

**2. CRITERION: Enrollment**

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines 3, 6, and 25):

**District's Enrollment Standard Percentage Level:**

**2A. Calculating the District's Enrollment Variances**

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual, column for the First Prior Year; all other data are extracted or calculated.

Fiscal Year	Budget	Enrollment	CBEDS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2010-11)	49,375	51,553	51,553	N/A	Met
Second Prior Year (2011-12)	48,704	50,538	50,538	N/A	Met
First Prior Year (2012-13)	49,940	50,465	50,465	N/A	Met
Budget Year (2013-14)	50,322				

**2B. Comparison of District Enrollment to the Standard**

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

1a. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for the first prior year.

**Explanation:**  
(required if NOT met)

1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

**Explanation:**  
(required if NOT met)

**3. CRITERION: ADA to Enrollment**

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

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

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines 3, 6, and 25)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2010-11)	49,375	51,553	95.8%
Second Prior Year (2011-12)	48,717	50,538	96.4%
First Prior Year (2012-13)	48,432	50,465	96.0%
Historical Average Ratio:			96.1%
<b>District's ADA to Enrollment Standard (historical average ratio plus 0.5%):</b>			<b>96.6%</b>

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

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

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines 3, 6, and 25) (Form MYP, Line F2)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2013-14)	48,337	50,322	96.1%	Met
1st Subsequent Year (2014-15)	48,216	50,137	96.2%	Met
2nd Subsequent Year (2015-16)	48,029	49,970	96.1%	Met

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

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

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

**Explanation:**  
(required if NOT met)

**4. CRITERION: Revenue Limit**

STANDARD: Projected revenue limit for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population and the funded cost-of-living adjustment (COLA) plus or minus one percent.

For basic aid districts, projected revenue limit has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected revenue limit has not changed from the prior fiscal year by more than the funded cost-of-living adjustment plus or minus one percent.

**4A1. Calculating the District's Revenue Limit Standard**

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year columns for Step 1a and Step 2a will be extracted; if not, enter data for the two subsequent years. In addition, the deficit factor, Step 1b, for the two subsequent years will be extracted from Form MYP if it exists; if not, it will link from the Budget Year column, but may be overwritten. All other data are extracted or calculated.

**Projected Revenue Limit**

	Prior Year (2012-13)	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
<b>Step 1 - Funded COLA</b>				
a. Base Revenue Limit (BRL) per ADA (Form RL, Line 4) (Form MYP, Unrestricted, Line A1a)	6,704.18	6,810.18	6,933.18	7,086.18
b. Deficit Factor (Form RL, Line 16) (Form MYP, Unrestricted, Line A1g)	0.77728	0.77728	0.77728	0.77728
c. Funded BRL per ADA (Step 1a times Step 1b)	5,211.03	5,293.42	5,389.02	5,507.95
d. Prior Year Funded BRL per ADA		5,211.03	5,293.42	5,389.02
e. Difference (Step 1c minus Step 1d)		82.39	95.60	118.93
f. Percent Change Due to COLA (Step 1e divided by Step 1d)		1.58%	1.81%	2.21%
<b>Step 2 - Change in Population</b>				
a. Revenue Limit (Funded) ADA (Form RL, Line 5c) (Form MYP, Unrestricted, Line A1c)	49,248.26	49,018.01	48,898.01	48,711.10
b. Prior Year Revenue Limit (Funded) ADA		49,248.26	49,018.01	48,898.01
c. Difference (Step 2a minus Step 2b)		(230.25)	(120.00)	(186.91)
d. Percent Change Due to Population (Step 2c divided by Step 2b)		-0.47%	-0.24%	-0.38%
<b>Step 3 - Total Change in Funded COLA and Population (Step 1f plus Step 2d)</b>				
		1.11%	1.57%	1.83%
<b>Revenue Limit Standard (Step 3, plus/minus 1%):</b>		<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

**4A2. Alternate Revenue Limit Standard - Basic Aid**

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

**Basic Aid District Projected Revenue Limit (applicable if Form RL, Budget column, line 31, is zero)**

	Prior Year (2012-13)	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Projected Local Property Taxes (Form RL, Lines 25 thru 27)	249,945,049.00	245,410,309.00		
Percent Change from Previous Year		-1.81%	-100.00%	0.00%
<b>Basic Aid Standard (percent change from previous year, plus/minus 1%):</b>		<b>-2.81% to -.81%</b>	<b>-101.00% to -99.00%</b>	<b>-1.00% to 1.00%</b>

**4A3. Alternate Revenue Limit Standard - Necessary Small School**

DATA ENTRY: All data are extracted or calculated.

**Necessary Small School District Projected Revenue Limit (applicable if Form RL, Budget column, line 6, is greater than zero, and line 5c, RL ADA, is zero)**

	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
<b>Necessary Small School Standard (Funded COLA change - Step 1f, plus/minus 1%):</b>	N/A	N/A	N/A

**4B. Calculating the District's Projected Change in Revenue Limit**

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for Revenue Limit; all other data are extracted or calculated.

	Prior Year (2012-13)	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Revenue Limit (Fund 01, Objects 8011, 8012, 8020-8089)	272,062,635.00	275,464,412.00		
District's Projected Change in Revenue Limit:		1.25%	-100.00%	0.00%
<b>Basic Aid Standard:</b>		<b>-2.81% to -.81%</b>	<b>-101.00% to -99.00%</b>	<b>-1.00% to 1.00%</b>
<b>Status:</b>		Not Met	Not Met	Not Met

**4C. Comparison of District Revenue Limit to the Standard**

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

- 1a. STANDARD NOT MET - Projected change in revenue limit is outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard(s) and a description of the methods and assumptions used in projecting revenue limit.

**Explanation:**  
(required if NOT met)

Receipt of EPA funds is causing line 31 of form RL to be zero. Capistrano is not a Basic Aid District.

**5. CRITERION: Salaries and Benefits**

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

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

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2010-11)	241,105,885.66	268,247,504.25	89.9%
Second Prior Year (2011-12)	233,231,508.90	256,286,573.45	91.0%
First Prior Year (2012-13)	228,415,831.00	251,071,056.00	91.0%
Historical Average Ratio:			90.6%

	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
District's Reserve Standard Percentage (Criterion 10B, Line 4):	2.0%	2.0%	2.0%
<b>District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):</b>	<b>87.6% to 93.6%</b>	<b>87.6% to 93.6%</b>	<b>87.6% to 93.6%</b>

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

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)		
Budget Year (2013-14)	224,545,349.00	244,678,834.00	91.8%	Met
1st Subsequent Year (2014-15)	245,001,468.00	245,826,413.00	99.7%	Not Met
2nd Subsequent Year (2015-16)	248,680,854.00	249,132,141.00	99.8%	Not Met

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

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

- 1a. STANDARD NOT MET - Projected ratio(s) of unrestricted salary and benefit costs to total unrestricted expenditures are outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard, a description of the methods and assumptions used in projecting salaries and benefits, and what changes, if any, will be made to bring the projected salary and benefit costs within the standard.

**Explanation:**  
(required if NOT met)

Budget reductions will need to be made in 2014/15 and 2015/16 based upon current projections and will be allocated to the correct salary and benefit accounts.

**6. CRITERION: Other Revenues and Expenditures**

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

**6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges**

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
1. District's Change in Population and Funded COLA (Criterion 4A1, Step 3):	1.11%	1.57%	1.83%
<b>2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):</b>	<b>-8.89% to 11.11%</b>	<b>-8.43% to 11.57%</b>	<b>-8.17% to 11.83%</b>
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-3.89% to 6.11%	-3.43% to 6.57%	-3.17% to 6.83%

**6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)**

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

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

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
<b>Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)</b>			
First Prior Year (2012-13)	18,423,211.00		
Budget Year (2013-14)	15,711,001.00	-14.72%	Yes
1st Subsequent Year (2014-15)	16,024,883.00	2.00%	No
2nd Subsequent Year (2015-16)	15,845,042.00	-1.12%	No

**Explanation:**  
(required if Yes)

Federal sequestration has been budgeted and although the Federal Special Education cuts will be backfilled by the State this will come in as State income rather than Federal income. Additionally, 2012-13 revenue includes carryover from prior years which is not yet budgeted in 2013-14.

<b>Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)</b>			
First Prior Year (2012-13)	70,725,267.00		
Budget Year (2013-14)	71,896,347.00	1.66%	No
1st Subsequent Year (2014-15)	73,044,394.00	1.60%	No
2nd Subsequent Year (2015-16)	74,507,603.00	2.00%	No

**Explanation:**  
(required if Yes)

<b>Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)</b>			
First Prior Year (2012-13)	7,823,293.00		
Budget Year (2013-14)	3,154,489.00	-59.68%	Yes
1st Subsequent Year (2014-15)	3,161,279.00	0.22%	No
2nd Subsequent Year (2015-16)	3,168,205.00	0.22%	No

**Explanation:**  
(required if Yes)

Gift funds are budgeted as received and this revenue is not projected in future years along with corresponding expenditures.

<b>Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)</b>			
First Prior Year (2012-13)	11,421,776.97		
Budget Year (2013-14)	10,118,838.00	-11.41%	Yes
1st Subsequent Year (2014-15)	9,651,572.00	-4.62%	Yes
2nd Subsequent Year (2015-16)	8,596,099.00	-10.94%	Yes

**Explanation:**  
(required if Yes)

Gift revenue plus carryover funds are not budgeted along with corresponding expenditures.

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

First Prior Year (2012-13)	33,370,905.12		
Budget Year (2013-14)	28,592,683.00	-14.32%	Yes
1st Subsequent Year (2014-15)	29,225,686.00	2.21%	No
2nd Subsequent Year (2015-16)	29,810,285.00	2.00%	No

**Explanation:**  
(required if Yes)

Gift revenue plus carryover funds are not budgeted along with corresponding expenditures.

**6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)**

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
<b>Total Federal, Other State, and Other Local Revenue (Criterion 6B)</b>			
First Prior Year (2012-13)	96,971,771.00		
Budget Year (2013-14)	90,761,837.00	-6.40%	Met
1st Subsequent Year (2014-15)	92,230,556.00	1.62%	Met
2nd Subsequent Year (2015-16)	93,520,850.00	1.40%	Met
<b>Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)</b>			
First Prior Year (2012-13)	44,792,682.09		
Budget Year (2013-14)	38,711,521.00	-13.58%	Not Met
1st Subsequent Year (2014-15)	38,877,258.00	0.43%	Met
2nd Subsequent Year (2015-16)	38,406,384.00	-1.21%	Met

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

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

- 1a. STANDARD MET - Projected total operating revenues have not changed by more than the standard for the budget and two subsequent fiscal years.

**Explanation:**

Federal Revenue  
(linked from 6B  
if NOT met)

**Explanation:**

Other State Revenue  
(linked from 6B  
if NOT met)

**Explanation:**

Other Local Revenue  
(linked from 6B  
if NOT met)

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

**Explanation:**

Books and Supplies  
(linked from 6B  
if NOT met)

Gift revenue plus carryover funds are not budgeted along with corresponding expenditures.

**Explanation:**

Services and Other Exps  
(linked from 6B  
if NOT met)

Gift revenue plus carryover funds are not budgeted along with corresponding expenditures.



**7. CRITERION: Facilities Maintenance**

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amounts required pursuant to Education Code sections 17584 (Deferred Maintenance) and 17070.75 (Ongoing and Major Maintenance/Restricted Maintenance Account), if applicable.

**7A. Determining the District's Compliance with the Contribution Requirement for EC Section 17584 - Deferred Maintenance**

**NOTE:** SBX3 4 (Chapter 12, Statutes of 2009), as amended by SB 70 (Chapter 7, Statutes of 2011), eliminates the local match requirement for Deferred Maintenance from 2008-09 through 2014-15. Therefore, this section has been inactivated for that period.

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

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

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenue that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation? Yes
- b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(C) (Fund 10, objects 7211-7213 and 7221-7223 with resources 3300-3499 and 6500-6540) 0.00

**2. Ongoing and Major Maintenance/Restricted Maintenance Account**

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999)	355,462,616.00			
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)		1% Required Minimum Contribution (Line 2c times 1%)	Budgeted Contribution <sup>1</sup> to the Ongoing and Major Maintenance Account	Status
c. Net Budgeted Expenditures and Other Financing Uses	355,462,616.00	3,554,626.16	11,094,616.00	Met

<sup>1</sup> Fund 01, Resource 8150, Objects 8900-8999

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

- |  |  |
|--|--|
|  | Not applicable (district does not participate in the Leroy F. Green School Facilities Act of 1998) |
|  | Exempt (due to district's small size [EC Section 17070.75 (b)(2)(D)])                              |
|  | Other (explanation must be provided)   |

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

**8. CRITERION: Deficit Spending**

**STANDARD:** Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves<sup>1</sup> as a percentage of total expenditures and other financing uses<sup>2</sup> in two out of three prior fiscal years.

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

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2010-11)	Second Prior Year (2011-12)	First Prior Year (2012-13)
1. District's Available Reserve Amounts (resources 0000-1999)			
a. Designated for Economic Uncertainties (Funds 01 and 17, Object 9770)	19,104,793.10		
b. Undesignated Amounts (Funds 01 and 17, Object 9790)	0.00		
c. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)		7,650,844.00	7,296,000.00
d. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)		2,818,366.00	3,154,503.00
e. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	0.00
f. Available Reserves (Lines 1a through 1e)	19,104,793.10	10,469,210.00	10,450,503.00
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	371,823,544.43	377,029,268.01	361,417,824.00
b. Less: Special Education Pass-through Funds (Fund 01, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	638,401.00		
c. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)			0.00
d. Net Expenditures and Other Financing Uses (Line 2a minus Line 2b, or Line 2a plus Line 2c)	371,185,143.43	377,029,268.01	361,417,824.00
3. District's Available Reserve Percentage (Line 1f divided by Line 2d)	5.1%	2.8%	2.9%
<b>District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):</b>	<b>1.7%</b>	<b>0.9%</b>	<b>1.0%</b>

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

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

**8B. Calculating the District's Deficit Spending Percentages**

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2010-11)	289,755.17	268,247,504.25	N/A	Met
Second Prior Year (2011-12)	(6,570,937.52)	256,286,573.45	2.6%	Not Met
First Prior Year (2012-13)	(3,984,787.00)	251,071,056.00	1.6%	Not Met
Budget Year (2013-14) (Information only)	(3,671,553.00)	244,678,834.00		

**8C. Comparison of District Deficit Spending to the Standard**

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

- 1a. **STANDARD NOT MET** - Unrestricted deficit spending has exceeded the standard percentage levels for two or more of the previous three fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budgets, and what change, if any, will be made to ensure that the subsequent budgets are balanced within the standard.

**Explanation:**  
(required if NOT met)

11-12: Deficit spending reflects the spending down of Ed Jobs carryover funds. 12-13: Ending balances reflect one time savings used to help mitigate cuts needed in 13-14.

**9. CRITERION: Fund Balance**

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level <sup>1</sup>		District ADA		
1.7%	0	to	300	
1.3%	301	to	1,000	
1.0%	1,001	to	30,000	
0.7%	30,001	to	400,000	
0.3%	400,001	and	over	

<sup>1</sup> Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District ADA (Form A, Estimated P-2 ADA column, lines 3, 6, and 25):

District's Fund Balance Standard Percentage Level:

**9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages**

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance <sup>2</sup> (Form 01, Line F1e, Unrestricted Column)		Beginning Fund Balance Variance Level	Status
	Original Budget	Estimated/Unaudited Actuals	(If overestimated, else N/A)	
Third Prior Year (2010-11)	22,219,980.00	24,118,139.77	N/A	Met
Second Prior Year (2011-12)	21,782,493.00	23,211,227.94	N/A	Met
First Prior Year (2012-13)	11,531,044.00	16,640,290.00	N/A	Met
Budget Year (2013-14) (Information only)	12,655,503.00			

<sup>2</sup> Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

**9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard**

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

1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:  
(required if NOT met)

**10. CRITERION: Reserves**

STANDARD: Available reserves<sup>1</sup> for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts<sup>2</sup> applied to total expenditures and other financing uses<sup>3</sup>:

Percentage Level	District ADA		
5% or \$63,000 (greater of)	0	to	300
4% or \$63,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

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

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

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

	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
District Estimated P-2 ADA (Criterion 3, Item 3B):	48,337	48,216	48,029
<b>District's Reserve Standard Percentage Level:</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>

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

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

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

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

	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

**10B. Calculating the District's Reserve Standard**

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	355,462,616.00	356,837,343.00	361,678,402.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	355,462,616.00	356,837,343.00	361,678,402.00
4. Reserve Standard Percentage Level	2%	2%	2%
5. Reserve Standard - by Percent (Line B3 times Line B4)	7,109,252.32	7,136,746.86	7,233,568.04
6. Reserve Standard - by Amount (\$63,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7. <b>District's Reserve Standard (Greater of Line B5 or Line B6)</b>	<b>7,109,252.32</b>	<b>7,136,746.86</b>	<b>7,233,568.04</b>

**10C. Calculating the District's Budgeted Reserve Amount**

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.  
All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	7,296,000.00	7,296,000.00	7,296,000.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	29,938.00	332,503.76	537,369.76
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00	0.00	0.00
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00	0.00	0.00
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00	0.00	0.00
8. District's Budgeted Reserve Amount (Lines C1 thru C7)	7,325,938.00	7,628,503.76	7,833,369.76
9. District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	2.06%	2.14%	2.17%
<b>District's Reserve Standard (Section 10B, Line 7):</b>	<b>7,109,252.32</b>	<b>7,136,746.86</b>	<b>7,233,568.04</b>
Status:	Met	Met	Met

**10D. Comparison of District Reserve Amount to the Standard**

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

1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

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**SUPPLEMENTAL INFORMATION**

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

**S1. Contingent Liabilities**

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

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

**S2. Use of One-time Revenues for Ongoing Expenditures**

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

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

**S3. Use of Ongoing Revenues for One-time Expenditures**

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

1b. If Yes, identify the expenditures:

**S4. Contingent Revenues**

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

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

**S5. Contributions**

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0%  
or -\$20,000 to +\$20,000

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

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year will be extracted. For Transfers In and Transfers Out, enter data in the First Prior Year. If Form MYP exists, the data will be extracted for the Budget Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Budget Year, 1st and 2nd subsequent Years. Click the appropriate button for item 1d; all other data will be calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
<b>1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)</b>				
First Prior Year (2012-13)	(48,541,905.00)			
Budget Year (2013-14)	(50,296,653.00)	1,754,748.00	3.6%	Met
1st Subsequent Year (2014-15)	(51,047,587.00)	750,934.00	1.5%	Met
2nd Subsequent Year (2015-16)	(51,922,490.00)	874,903.00	1.7%	Met
<b>1b. Transfers In, General Fund *</b>				
First Prior Year (2012-13)	2,111,057.00			
Budget Year (2013-14)	2,111,057.00	0.00	0.0%	Met
1st Subsequent Year (2014-15)	2,111,057.00	0.00	0.0%	Met
2nd Subsequent Year (2015-16)	2,111,057.00	0.00	0.0%	Met
<b>1c. Transfers Out, General Fund *</b>				
First Prior Year (2012-13)	0.00			
Budget Year (2013-14)	0.00	0.00	0.0%	Met
1st Subsequent Year (2014-15)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2015-16)	0.00	0.00	0.0%	Met

1d. **Impact of Capital Projects**  
Do you have any capital projects that may impact the general fund operational budget? No

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

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

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

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

1c. MET - Projected transfers out have not changed by more than the standard for the budget and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

1d. NO - There are no capital projects that may impact the general fund operational budget.

**Project Information:**  
(required if YES)

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**S6. Long-term Commitments**

Identify all existing and new multiyear commitments<sup>1</sup> and their annual required payments for the budget year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

<sup>1</sup> Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

**S6A. Identification of the District's Long-term Commitments**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments?  
(If No, skip item 2 and Sections S6B and S6C)

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2013
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases	4	Funds 01, 12 and 25	7438	4,843,154
Certificates of Participation		RDA revenues, Lease revenues	7438	22,845,000
General Obligation Bonds	13	Tax Collection	7438	54,896,589
Supp Early Retirement Program	4	General Fund	3901	9,733,712
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2013

Type of Commitment (continued)	Prior Year (2012-13)	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Capital Leases	1,600,083	1,504,252	1,487,265	736,975
Certificates of Participation	1,835,404	1,830,498	1,832,298	1,832,298
General Obligation Bonds	5,072,761	4,578,350	4,683,150	4,780,250
Supp Early Retirement Program	2,433,428	2,433,428	2,433,428	2,433,428
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Type of Commitment	Prior Year (2012-13)	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
<b>Total Annual Payments:</b>	<b>10,941,676</b>	<b>10,346,528</b>	<b>10,436,141</b>	<b>9,782,951</b>

**Has total annual payment increased over prior year (2012-13)?**

**No No No**

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

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DATA ENTRY: Enter an explanation if Yes.

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

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

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

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

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

No

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

**Explanation:**  
(required if Yes)

**S7. Unfunded Liabilities**

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the annual required contribution; and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

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

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

2. For the district's OPEB:  
a. Are they lifetime benefits?

b. Do benefits continue past age 65?

c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

Requires 10 years of consecutive service with 100% retiree only medical coverage after 20 years of service.

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

	Self-Insurance Fund	Governmental Fund
	0	0

4. OPEB Liabilities

a. OPEB actuarial accrued liability (AAL)	49,680,287.00
b. OPEB unfunded actuarial accrued liability (UAAL)	49,680,287.00
c. Are AAL and UAAL based on the district's estimate or an actuarial valuation?	
Actuarial	
d. If based on an actuarial valuation, indicate the date of the OPEB valuation	Jul 01, 2011

	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
5. OPEB Contributions			
a. OPEB annual required contribution (ARC) per actuarial valuation or Alternative Measurement Method	6,130,097.00	6,130,097.00	6,130,097.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	1,770,529.00	1,797,000.00	1,824,043.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	1,770,529.00	1,797,000.00	1,824,043.00
d. Number of retirees receiving OPEB benefits	269	265	257

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

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

Yes
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2. Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

Workers Compensation and PPO Dental.
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3. Self-Insurance Liabilities  
 a. Accrued liability for self-insurance programs  
 b. Unfunded liability for self-insurance programs

8,207,104.00
0.00

4. Self-Insurance Contributions  
 a. Required contribution (funding) for self-insurance programs  
 b. Amount contributed (funded) for self-insurance programs

	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
a. Required contribution (funding) for self-insurance programs	6,839,138.00	6,893,725.00	6,997,131.00
b. Amount contributed (funded) for self-insurance programs	6,839,138.00	6,893,725.00	6,997,131.00

**S8. Status of Labor Agreements**

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

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

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

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

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

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2012-13)	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Number of certificated (non-management) full-time-equivalent (FTE) positions	2,035.2	2,035.2	2,035.2	2,035.2

**Certificated (Non-management) Salary and Benefit Negotiations**

No

1. Are salary and benefit negotiations settled for the budget year?

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

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

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

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

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?   
If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?   
If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date:  End Date:

5. Salary settlement:	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			

**One Year Agreement**

Total cost of salary settlement		
% change in salary schedule from prior year		

**Multiyear Agreement**

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

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

**Negotiations Not Settled**

6. Cost of a one percent increase in salary and statutory benefits	1,883,000		
	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
7. Amount included for any tentative salary schedule increases	0	0	0

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

	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
1. Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	27,941,514	29,338,589	30,805,519
3. Percent of H&W cost paid by employer	87.0%	83.0%	79.0%
4. Percent projected change in H&W cost over prior year	5.0%	5.0%	5.0%

**Certificated (Non-management) Prior Year Settlements**

Are any new costs from prior year settlements included in the budget? If Yes, amount of new costs included in the budget and MYPs If Yes, explain the nature of the new costs:	No		
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**Certificated (Non-management) Step and Column Adjustments**

	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
1. Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments	2,825,000	2,867,000	2,910,000
3. Percent change in step & column over prior year	1.5%	1.5%	1.5%

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

	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
1. Are savings from attrition included in the budget and MYPs?	No	No	No
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	No	No	No

**Certificated (Non-management) - Other**

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

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

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2012-13)	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Number of classified (non-management) FTE positions	1,352.5	1,352.5	1,352.5	1,352.5

**Classified (Non-management) Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?  
If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

No

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

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

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

- 2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?  
If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?  
If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date:  End Date:

5. Salary settlement:	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			

<b>One Year Agreement</b>			
Total cost of salary settlement			
% change in salary schedule from prior year			

<b>Multiyear Agreement</b>			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

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

Negotiations Not Settled

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

7. Amount included for any tentative salary schedule increases	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
	0	0	0

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

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

Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Yes	Yes	Yes
14,052,111	14,754,716	15,492,452
91.0%	87.0%	83.0%
5.0%	5.0%	5.0%

**Classified (Non-management) Prior Year Settlements**

- Are any new costs from prior year settlements included in the budget?  
If Yes, amount of new costs included in the budget and MYPs  
If Yes, explain the nature of the new costs:

No		
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**Classified (Non-management) Step and Column Adjustments**

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

Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Yes	Yes	Yes
1,188,000	1,212,000	1,236,000
2.0%	2.0%	2.0%

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

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

Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Yes	Yes	Yes
Yes	Yes	Yes

**Classified (Non-management) - Other**

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

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

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2012-13)	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Number of management, supervisor, and confidential FTE positions	160.0	160.0	160.0	160.0

**Management/Supervisor/Confidential Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

If n/a, skip the remainder of Section S8C.

**Negotiations Settled**

2. Salary settlement:

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

Total cost of salary settlement

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

	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

**Negotiations Not Settled**

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

197,000

4. Amount included for any tentative salary schedule increases

	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Amount included for any tentative salary schedule increases			

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

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

	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
Total cost of H&W benefits	2,874,000	3,161,000	3,478,000
Percent of H&W cost paid by employer	87.0%	83.0%	79.0%
Percent projected change in H&W cost over prior year	5.0%	5.0%	5.0%

**Management/Supervisor/Confidential Step and Column Adjustments**

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

	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
Cost of step and column adjustments	296,000	300,000	305,000
Percent change in step & column over prior year	1.5%	1.5%	1.5%

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

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

	Budget Year (2013-14)	1st Subsequent Year (2014-15)	2nd Subsequent Year (2015-16)
Are costs of other benefits included in the budget and MYPs?	Yes	Yes	Yes
Total cost of other benefits	216,000	216,000	216,000
Percent change in cost of other benefits over prior year	0.0%	0.0%	0.0%

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**ADDITIONAL FISCAL INDICATORS**

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

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

- A1. Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?
  
- A2. Is the system of personnel position control independent from the payroll system?
  
- A3. Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column of Criterion 2A are used to determine Yes or No)
  
- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?
  
- A5. Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?
  
- A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?
  
- A7. Is the district's financial system independent of the county office system?
  
- A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)
  
- A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

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

**Comments:**  
(optional)

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**End of School District Budget Criteria and Standards Review**

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CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**BUDGET GUIDELINES**  
**2013-2014**

**PURPOSE**

Budget guidelines provide the overarching set of instructions that staff will use in the creation of the fiscal year budget. Guidelines set consistent parameters and goals that drive the formation of the budget.

**GENERAL**

1. At a minimum, the primary consideration in developing the budget is the provision of an effective and contemporary educational program, which meets District and State standards and regulations at all grade levels.
2. Budgeted expenditures shall not exceed income plus any carry over from prior years.
3. Budget assumptions shall be developed, reviewed, and updated on an on-going basis.
4. A budget calendar shall be created and used as a planning guide for budget development.
5. The Strategic Plan along with Board goals, directions, and priorities will be a driving force in the development of the budget, to the extent allowed within the available funding.
6. When the Board of Trustees authorizes or approves a new goal, project, or program, it shall specify the allocation or reallocation of resources required to appropriately execute the new initiative.
7. When new projects, plans, or programs are presented to the Board for approval, the estimated fiscal impact of the project and available funding sources shall be included.
  - 7.1 Upon approval, the budget shall be adjusted as deemed appropriate based on the availability of funds and the Board's priorities.
8. The budget shall include a General Fund Reserve for Economic Uncertainty of no less than two percent of the total General Fund appropriations in object codes 1000 through 7999.
9. Staffing shall be maintained so as to appropriately carry out Board policies, support future growth, and honor collective bargaining agreements.
10. The Cafeteria Fund, Child Care Fund, and Associated Student Body funds shall be self-supporting and, where allowable, shall include allocations for direct, indirect, and support costs.

11. The District will utilize a Multiple Year Projection tool in order to facilitate the compilation of the current and future year budget projections as required under AB1200.
12. The budget development process will include user friendly information that provides disclosure of anticipated beginning balances, revenues, expenditures, and ending balances for all District funds. This information will be provided to highlight the intended uses of these funds during the budget year.
13. In the event that closing or re-configuring schools is considered, associated savings and expenditures shall be identified and budgeted with adequate lead-time to allow for appropriate review, analysis, and community input as well as adequate transitions.

### **REVENUE**

14. One-time sources of funding shall not be used to facilitate ongoing expenditures.

### **EXPENDITURE**

15. Funds shall be made available in the budget to support current and anticipated collective bargaining commitments in accordance with AB 1285.
16. Within the context of negotiations and available resources, the District will endeavor to provide employees with competitive salary and benefits packages that reflect a level of incentive sufficient to continue to attract and retain qualified people.
17. Any/all debt service or leasing obligations shall be included in the budget.
18. All categorical programs shall be self-supporting and, where allowable, shall include allocations for indirect and support costs. Special Education, Transportation, and Maintenance and Operations are not recognized as self-supporting at this time; however, a goal of self-support shall be maintained. Each of these programs shall be monitored to ensure minimal impact to the general fund.
19. Supply and equipment formulas in effect for the current year shall be reviewed, revised, adjusted, and/or frozen, as necessary.
20. Allowance shall be made for increases and/or decreases in the cost of services and supplies; e.g., gasoline, natural gas, electricity, insurance, water, postage, trash collection, telephone services, lease agreements, debt repayment, employee retirement contributions, or benefits mandated by law.
21. Furniture and equipment replacement will be funded to the extent that can be justified in relationship to available resources.

**OTHER**

- 22. As part of the multi-year Tier III flexibility provisions of SBX3 4, the Deferred Maintenance program has been designated as an unrestricted program. To take advantage of this provision, the transfer from the General Fund to Deferred Maintenance will be suspended during 2013-2014.
- 23. All unspent funds at year end in Federal categorical programs are considered restricted balances and will be carried forward to the following year and re-budgeted.
- 24. As part of the adoption and review of the District's fiscal year budget and related financial activity, the District is required to prepare specific reporting documents. These documents, and their associated filing deadlines, are indicated below.

Adopted Budget	(Prior to June 30)
Revised Budget	(Within 45 days of the Governor signing the State Budget)
First Interim Report	(Within 45 days of October 31, or by December 15)
Second Interim Report	(Within 45 days of January 31, or by March 15)
Third Interim Report*	(Within 31 days of April 30, or by June 1)
Independent Audit Report	(Prior to December 15 after the close of the fiscal year)

A third interim report becomes necessary with the filing of a qualified or negative interim report.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**BUDGET ASSUMPTIONS**  
**2013-2014**

**PURPOSE**

The purpose of the budget assumptions outlined below is to provide the framework the District uses for preparing the 2013-2014 budget. The overarching influence to the following assumptions is the budget for the State of California. Other assumptions will be based upon District input and prior year trends, as well as external sources or conditions when appropriate. The framework is based upon the most up-to-date information known to the District at the time of development of the budget assumptions. These budget assumptions may change based upon any negotiated settlements prior to budget adoption.

**OVERALL ASSUMPTIONS**

1. Enrollment projections for 2013-2014 assume enrollment will be in decline as compared to 2012-2013. The projected enrollment for revenue limit funding during 2013-2014 is 50,322.

Funding received from the State is based on the District's Average Daily Attendance (ADA). ADA is calculated by dividing the total number of days of *student attendance* by the number of *days of school taught* during the same period. When a district's enrollment is declining, the state funds the district on their prior year P-2 ADA; therefore, funding for 2013-2014 will be based on P-2 ADA for 2012-2013, which is 48,383.58.

Currently, the net funded base revenue limit is projected to be \$5,293.03 per unit of ADA, which is an increase of \$82 per ADA compared to fiscal year 2012-2013. This amount includes information as detailed in the Governor's May Revise using the most conservative scenario. This calculation is detailed further in item 3.

2. Site supply budgets and staffing allocations will be determined using the following formulas:

2.1 Site Supply Budget Formula <sup>1,2</sup>:

K-5	\$15.75 / student
6-8	\$18.75 / student
9-12	\$24.75 / student

<sup>1</sup> Site supply budgets are exclusive of copier allocation, which is centrally funded

<sup>2</sup> These amounts represent a 25 percent reduction that was instituted in relation to funding shortfalls from the State of California

2.2 Staffing Formula:

K	=	32 : 1
1 – 5	=	33 : 1
6 – 8	=	34 : 1 (includes prep periods and electives)
9 – 12	=	36 : 1 (includes prep periods and electives)

**REVENUE ASSUMPTIONS**

- 3. The 2013-2014 revenue limit will be based upon the 2012-2013 revenue limit with a projected 1.565 percent cost of living adjustment (COLA), with the same deficit factor of 22.272 percent which means that the COLA will be funded. The District’s 2013-2014 deficiated revenue limit per ADA is projected to be \$5,293.03 per unit of ADA. This is in comparison to the 2012-2013 revenue limit of \$5,211.03.
- 4. State categorical program funding is expected to receive a 1.565 percent COLA for Tier I – III programs.
  - 4.1 The District will utilize the flexibility of the Tier III programs afforded through SBX3 4. The District will also utilize the flexibility afforded to the Class Size Reduction program, and the revenue is projected at 6.6 million.
- 5. State Special Education funding is expected to receive 1.565 percent COLA.
- 6. Lottery unrestricted revenue will be calculated at \$124.00 per unit of annual attendance. Unrestricted revenue is projected to be approximately \$6.5 million.
- 7. Lottery restricted revenue for instructional materials will be calculated at \$30.00 per unit of annual attendance. Restricted revenue is projected to be approximately \$1.6 million.

**EXPENDITURE ASSUMPTIONS**

- 8. The budget assumes that employees will take the same number of furlough days, step freezes and pay reductions as the current fiscal year.
  - 8.1 Step and column increases will be reflected for those certificated, classified, and administrative employees who qualify for movement based upon their longevity with the District, earned education credits, and negotiated agreements.
    - 8.1.1 Salary costs estimated for employee groups will increase by the following percentages due to employee movement across the salary schedule.

CUEA	1.5%
CSEA	2.0%
CUMA	1.5%
Teamsters	2.0%



8.2 Vacancies created due to retirements or those employees indicating the intent not to return will be budgeted as follows:

Certificated:	Column C, Step 11
Classified:	Step 3, Range per Classification
Administrative:	Step 3, Range per Classification

8.3 2013-2014 salary agreements have not been reached with all represented groups.

9. Actual costs for special education are dependent on the type of services the District is required to provide to each individual student. For the purposes of budgeting expenditures, the District is projecting increases of between 2 and 5 percent in the costs of non-salary expenditures for operating the program during 2013-2014.

10. For categorically funded programs, the positions allocated will reflect the funding available.

11. Benefits

11.1 The District will utilize the following employer rates for statutory benefits for the 2013-2014 budget year, based upon currently available information from various State agencies.

STRS	8.250 %
PERS	10.923 %
PERS Reduction	2.097 %
OASDI	6.200 %
Medicare	1.450 %
Workers Comp	1.500 %
Unemployment	0.050 %

11.2 The District will utilize the following rates to contribute towards the Other Post- Employment Benefits (OPEBs). The District is utilizing the pay-as-you-go method of contributing towards its OPEB liability.

OPEB – Active	0.45%
OPEB – All	0.27%

11.3 The Public Employees Retirement System (PERS) revenue limit reduction transfer is estimated at \$398,053, which matches the amount to be budgeted as income.

12. Health and welfare insurance costs for the District for the 2013-2014 fiscal year are budgeted to increase slightly as a result of the Affordable Health Care Act.

12.1 Health and welfare expenditures for 2013-2014 are projected to be approximately \$40.5 million.

13. Liability insurance premiums for the 2013-2014 fiscal year will be budgeted to increase by 8 percent.

13.1 Property and Liability insurance costs for 2013-2014 are projected to be approximately \$2.5 million.

14. Utilities are expected to increase by 2 percent over the 2012-2013 year based upon California CPI as forecasted for 2013-2014.

15. Transfers and Capital Outlay

15.1 The District will not contribute to the Deferred Maintenance Fund during the 2013-2014 fiscal year.

15.2 The District will transfer a total of approximately \$2.1 million from the following funds to the General Fund to help offset revenue limit reductions.

Fund 11 (Adult Education): \$ 900,000

Fund 14 (Deferred Maintenance): \$1,200,000

16. Indirect / Direct Costs

16.1 Inter-program direct and indirect costs will be calculated at the maximum allowable rate per program. The rate is 4.38 percent for 2013-2014.

16.2 The Cafeteria Fund will be charged a 4.38 percent indirect cost for the 2013-2014 fiscal year. Ed. Code §38101(c) and 52616.4(a)(3) specify that the indirect cost charge for Cafeteria Funds is the lesser of the approved school district rate, or the statewide average rate. In addition to indirect charges, the District charges applicable direct costs including telephone, electricity, natural gas, waste disposal, and laundry services.

16.3 The Child Development Fund will be charged based on direct staff time used to support the childcare program, utility costs, insurance, and maintenance and warehouse services.

17. Debt Service and Major Lease Payments

17.1 The District is projected to incur approximately \$1,500,000 in debt service payments from the General Fund in 2013-2014. The amount consists primarily of lease payments obligations.

17.2 The District currently does not plan to enter into significant additional lease obligations during the 2013-2014 fiscal year.

18. At a minimum, the Reserve for "Economic Uncertainty" will be maintained at the 2 percent mandated level.

19. New textbooks, consumables, and the costs of rebinding will be budgeted at \$2.0 million, and will be funded from the following:
  - 19.1 Restricted Lottery Funding
  - 19.2 Instructional Materials Funding Realignment Program (IMFRP)
20. Summer School, which includes credit recovery and legally mandated activities, during 2013, is currently budgeted at \$50,000.

**ADDITIONAL ASSUMPTIONS**

21. Interest earnings on funds in custody will be budgeted at 0.35 percent.
22. Charter Schools
  - 22.1 The District currently has executed contracts with five charter school groups. The charter schools receive a combination of property tax revenue and State aid, including a categorical block grant. The District provides general financial review for the charters and their respective budgets.
  - 22.2 The District receives fees from the charter school groups for administrative oversight, which are projected to be approximately \$185,000.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

June 26, 2013

**RESOLUTION NO. 1213-52**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF SERIES 2013 SPECIAL TAX REFUNDING BONDS OF IMPROVEMENT AREA 2002-1 OF COMMUNITY FACILITIES DISTRICT NO. 90-2 IN THE NOT TO EXCEED AMOUNT OF \$48,000,000, APPROVING A FISCAL AGENT AGREEMENT, APPROVING ESCROW ARRANGEMENTS, APPROVING CERTAIN DOCUMENTS, MAKING RELATED FINDINGS AND DETERMINATIONS AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH**

*WHEREAS*, the Board of Trustees (“Board” or “Board of Trustees”) of the Capistrano Unified School District (“School District”) located in Orange County, California, has heretofore undertaken proceedings and declared the necessity to issue bonds on behalf of Improvement Area No. 2002-1 of the Community Facilities District No. 90-2 (“CFD No. 90-2” or “District”) of the School District pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Act”);

*WHEREAS*, the Board previously adopted its “Statement of Local Goals and Policies Concerning the Use of the Mello-Roos Community Facilities Act of 1982, as Amended” (“Policy”) on August 16, 1993;

*WHEREAS*, CFD No. 90-2 was formed pursuant to the resolution entitled “RESOLUTION OF THE BOARD OF TRUSTEES OF CAPISTRANO UNIFIED SCHOOL DISTRICT ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 90-2 (TALEGA), AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 90-2 (TALEGA) AND CALLING AN ELECTION” (Resolution No. 90-50) adopted by the Board of Trustees of the School District on May 21, 1990;

*WHEREAS*, on June 24, 2002, the Board adopted a resolution entitled “RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT DESIGNATING IMPROVEMENT AREA NO. 2002-1 OF THE COMMUNITY FACILITIES DISTRICT NO. 90-2, AUTHORIZING THE LEVY OF SPECIAL TAXES AND CALLING AN ELECTION THEREIN, AND APPROVING A JOINT COMMUNITY FACILITIES AGREEMENT,” (Resolution No. 0102-102) which established Improvement Area No. 2002-1 (“Improvement Area No. 2002-1”) thereof, and authorized the levy of special taxes for Improvement Area No. 2002-1 to fund authorized public facilities;

EXHIBIT 3

*WHEREAS*, on June 24, 2002, the Board adopted a resolution entitled “RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA) DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NO TO EXCEED \$50,000,000 WITHIN IMPROVEMENT AREA NO. 2002-1 OF COMMUNITY FACILITIES DISTRICT NO. 90-2 AND CALLING AN ELECTION THEREON” (Resolution No. 0102-103) (“Bond Authorization Resolution”), which Bond Authorization Resolution authorized Improvement Area No. 2002-1 of CFD No. 90-2 to issue bonds for secured by the Improvement Area No. 2002-1 special taxes to finance authorized public facilities;

*WHEREAS*, pursuant to the Formation Resolution and the Bond Authorization Resolution, a special election (“Election”) was duly and legally held and conducted within Improvement Area No. 2002-1 on June 24, 2002, at which Election there were submitted to the qualified voters of Improvement Area No. 2002-1 certain propositions, which provided in pertinent part, the following:

PROPOSITION A:

Shall Improvement Area No. 2002-1 of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) (the “Improvement Area”) incur an indebtedness and issue bonds in the maximum principal amount of \$50,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolutions No. 0102-91 and 0102-92 of the Board of Trustees of the Capistrano Unified School District designating the Improvement Area?

PROPOSITION B:

Shall a special tax with a rate and method of apportionment as provided in Resolution No. 0102-91 of the Board of Trustees of the Capistrano Unified School District for Improvement Area No. 2002-1 of Community Facilities District No. 90-2 be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolutions No. 0102-91 and 0102-92, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?

*WHEREAS*, more than two-thirds of the votes cast at said Election were cast in favor of incurring said indebtedness and issuing said special tax bonds and levying special taxes, and CFD No. 90-2 was authorized to issue bonds for Improvement Area No. 2002-1 for the purposes set forth in the foregoing bond proposition and up to an aggregate principal amount as set forth above;

*WHEREAS*, in accordance with Section 53340 of the California Government Code, the Board, acting as the Legislative Body of CFD No. 90-2 (“Legislative Body of CFD No. 90-2”), adopted Ordinance No. 2002-90-2 on June 24, 2002 (“Ordinance”), providing for the levy of the

special tax within Improvement Area No. 2002-1 to provide for specified purposes, including funding debt service on authorized and issued bonds of Improvement Area No. 2002-1 of CFD No. 90-2;

*WHEREAS*, on November 5, 2003, CFD No. 90-2 issued and sold the first series of authorized bonds of Improvement Area No. 2002-1 of, the “\$49,675,000 Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) Series 2003 Special Tax Bonds (Improvement Area No. 2002-1)” (“Prior Bonds”) in order to finance public facilities as authorized by the proceedings referenced above, pursuant to the Board’s adoption of Resolution No. 0304-35 on October 13, 2003 (“Prior Bonds Resolution”), and the Bond Indenture between CFD No. 90-2 and U.S. Bank National Association, as fiscal agent thereunder (“2003 Fiscal Agent”), dated November 1, 2003 (“2003 Indenture”);

*WHEREAS*, CFD No. 90-2 has not issued any other bonds, notes or other securities on a parity with the Prior Bonds;

*WHEREAS*, pursuant to the Act, the Board acting as the Legislative Body of CFD No. 90-2 intends to refund the Prior Bonds currently outstanding in the principal amount of **\$47,355,000** on a current basis, which is expected to provide a savings in total interest cost to maturity for outstanding bonded indebtedness of Improvement Area No. 2002-1 of CFD No. 90-2;

*WHEREAS*, pursuant to the Act and the within-referenced proceedings, the Legislative Body of CFD No. 90-2 will proceed with the payment, redemption and defeasance of the currently outstanding Prior Bonds under the terms and conditions and for the reasons set forth herein, and issue refunding bonds for Improvement Area No. 2002-1 of CFD No. 90-2 in the aggregate principal amount not to exceed \$48,000,000 designated “COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (IMPROVEMENT AREA NO. 2002-1) SERIES 2013 SPECIAL TAX REFUNDING BONDS” (“2013 Bonds”) in order to refund the outstanding Prior Bonds, and to fund a reserve fund for the 2013 Bonds and costs of issuing the 2013 Bonds, and has determined to authorize the execution and delivery of a Fiscal Agent Agreement with U.S. Bank National Association (“Fiscal Agent”) for the purpose of issuing the 2013 Bonds and providing for the terms thereof;

*WHEREAS*, in order to effect the current refunding of the Prior Bonds, the Board, acting as the Legislative Body of CFD No. 90-2, will authorize escrow instructions or an escrow agreement with U.S. Bank National Association (“Escrow Agent”) for the payment, defeasance and redemption of the Prior Bonds on September 1, 2013;

*WHEREAS*, the Board, acting as the Legislative Body of CFD No. 90-2, has determined, in accordance with Section 53360.4 of the Act and as further detailed in this Resolution that a negotiated sale of the 2013 Bonds in accordance with the terms and conditions of a Bond Purchase Agreement relating to the 2013 Bonds (“Purchase Agreement”), the form of which is presented to the Board at this meeting, will result in a lower overall cost to CFD No. 90-2/Improvement Area No. 2002-1 than a public sale;

*WHEREAS*, pursuant to the Act and the within-referenced proceedings, the Legislative Body of CFD No. 90-2 will provide for the redemption, refunding and defeasance of the currently outstanding Prior Bonds under the terms and conditions and for the reasons set forth herein, and will make certain findings and determinations in connection with the refunding of the outstanding Prior Bonds and the issuance, sale and delivery of the 2013 Bonds;

*WHEREAS*, the Board, acting as the Legislative Body of CFD No. 90-2, desires to authorize or ratify, as applicable, the retention of consultants and attorneys to assist the School District and CFD No. 90-2 in the issuance, sale and delivery of the 2013 Bonds;

*WHEREAS*, the Board, acting as the Legislative Body of CFD No. 90-2, has been presented with various documents relating to the issuance and sale of the 2013 Bonds (each as further defined herein) including, but not limited to: the Preliminary Official Statement, including the form of the Continuing Disclosure Certificate set forth as an appendix thereto, and the form of the Purchase Agreement, which are incorporated herein by this reference; and

*WHEREAS*, all conditions, things and acts required to exist, to have happened and to have been performed precedent to the issuance of the 2013 Bonds, and for the levy, collection of the special taxes upon taxable property within Improvement Area No. 2002-1 and the pledge of the Net Taxes thereof as security for the 2013 Bonds, as contemplated by this Resolution and the documents referred to herein, exists, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

*NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 90-2, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:*

Section 1. Recitals. Each of the above recitals is true and correct and is incorporated herein.

Section 2. Financial Advisor. Government Financial Strategies, Inc., as Financial Advisor, is authorized and directed to assist the School District with the proceedings for the issuance and sale of the 2013 Bonds by CFD No. 90-2 and the payment, redemption, and defeasance of the Prior Bonds.

Section 3. Authorization of 2013 Bonds; Fiscal Agent Agreement. The Board, acting as the Legislative Body of CFD No. 90-2, hereby authorizes the issuance of the 2013 Bonds to effect the current refunding and defeasance of the Prior Bonds and the payment and redemption thereof on September 1, 2013, by setting aside proceeds of the 2013 Bonds, sufficient with other funds to be applied thereto, to pay the principal of, premium and interest on, the outstanding Prior Bonds for refunding and defeasing the Prior Bonds, and to fund a reserve fund and costs of issuance for the 2013 Bonds in the not to exceed amount of \$48,000,000. Reference is hereby made to the Formation Resolution, the Bond Authorization Resolution, the Election, and the Ordinance pursuant to which the Legislative Body of CFD No. 90-2 is authorized to issue the 2013 Bonds for the purposes set forth in said documents and proceedings and to levy the special tax authorized by the Formation Resolution, the Election and the Ordinance.

The issuance of the 2013 Bonds in an aggregate principal amount not to exceed \$48,000,000 is authorized pursuant to the proceedings referenced herein and the Act. The 2013 Bonds shall mature on the dates and pay interest at the rates set forth in the Purchase Agreement and otherwise shall be substantially in the form set forth in the Fiscal Agent Agreement (“Agreement”) hereinafter referred to. All other provisions of the 2013 Bonds shall be governed by the terms and conditions set forth in the Agreement to be executed by the President or Vice-President of the Legislative Body of CFD No. 90-2, or any other member of such body, or by the Superintendent or the Deputy Superintendent, Business and Support Services of the School District, or their designees or other officers of the School District designated in writing (acting individually or collectively, the “Authorized Representative(s)”), which Agreement shall be in the form attached hereto as Exhibit A, which is incorporated herein by this reference, with such additions thereto and changes therein as are approved by any of the Authorized Representatives upon the advice of Bond Counsel (Bowie, Arneson, Wiles & Giannone), with such approval to be conclusively evidenced by the execution and delivery of the Agreement. Capitalized terms used in this Resolution which are not defined herein shall have the meaning(s) ascribed to them in the form of the Agreement.

Section 4. Findings and Determinations. The Legislative Body of CFD No. 90-2 hereby finds and determines:

(a) Pursuant to Section 53363 of the Act, that it is prudent in the management of the fiscal affairs of Improvement Area No. 2002-1 of CFD No. 90-2 to issue and sell the 2013 Bonds, subject to the limitations and conditions set forth herein.

(b) That in satisfaction of the requirements of Sections 53362, 53363.2 and 53364.5 of the Act, (i) the form of the 2013 Bonds, execution of the 2013 Bonds and expenditure of the proceeds of the 2013 Bonds (including federal rebate requirements), the date, place of repayment, denominations, form and the registration provisions of the 2013 Bonds shall be set forth in the Agreement, as executed and delivered; (ii) the final par amount of the 2013 Bonds, their maturities, interest rate(s) and redemption provisions shall conform to the terms of the Purchase Agreement (as further discussed herein), shall conform to the limitations of Sections 53363.2(e) and 53362.5 of the Act, shall conform to the limitations of Sections 5 and 6 hereof and shall be set forth in the final form of the Agreement; and (iii) the initial fiscal agent for the 2013 Bonds is set forth in Section 15 hereof.

(c) That it is prudent in the management of the fiscal affairs of Improvement Area No. 2002-1 of CFD No. 90-2 to issue a portion of the 2013 Bonds to pay, redeem, and defease the outstanding Prior Bonds. In satisfaction of the requirements of Section 53363.2 of the Act, the Legislative Body of CFD No. 90-2 further finds and determines:

(i) the 2013 Bonds and the Prior Bonds are described herein and the date for the refunding of the outstanding Prior Bonds shall be specified in the escrow arrangements as provided below;



(ii) the date for redemption of the outstanding Prior Bonds to be set forth in the escrow arrangements is September 1, 2013;

(iii) the maturities of the 2013 Bonds issued which are allocated to redeem, refund and defease the outstanding Prior Bonds shall not exceed the final maturity of the Prior Bonds being refunded; and

(iv) the designated costs of issuing the 2013 Bonds are specified in Section 12 hereof.

(d) That the outstanding Prior Bonds will be paid, redeemed, and defeased with a portion of the proceeds of the 2013 Bonds, as well as certain other moneys held by the 2003 Fiscal Agent for the Prior Bonds. As part of the sale of the 2013 Bonds, CFD No. 90-2 shall be provided with documentation from the Financial Advisor to confirm a debt service savings on the debt service payments due with respect to the outstanding Prior Bonds compared with the debt service on the 2013 Bonds allocated to refund the outstanding Prior Bonds, as required under Section 53326.5 of the Act.

Section 5. Negotiated Sale; Approval of Purchase Agreement; Findings for Negotiated Sale. The Legislative Body of CFD No. 90-2 hereby authorizes a negotiated sale of the 2013 Bonds to an underwriter selected by the Authorized Representative(s) in consultation with the Financial Advisor using a competitive process. The Authorized Representative(s) are hereby granted authority to select the underwriter in consultation with, and upon the recommendation of, the Financial Advisor. The 2013 Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Agreement, subject to the terms and conditions set forth herein. The Board shall be informed of the underwriter selected and the basis of the sale of the 2013 Bonds promptly after execution and delivery of the Purchase Agreement by CFD No. 90-2.

The proposed form of the Purchase Agreement presented at this meeting and the sale of the 2013 Bonds pursuant thereto upon the terms and conditions set forth therein is approved and, subject to the provisions of this Section and Sections 4 and 6 hereof, an Authorized Representative is authorized and directed for and in the name of CFD No. 90-2 to execute the Purchase Agreement in the form hereby approved, with such additions thereto and changes therein as are recommended or approved by the representative executing the same in consultation with the Financial Advisor, such approval to be conclusively evidenced by the execution and delivery thereof.

The Legislative Body of CFD No. 90-2 finds and determines after consultation with the Financial Advisor, subject to the provisions of Section 53363.5 of the Act, and in accordance with Section 53360.4 of the Act, that a negotiated sale of the Bonds in accordance with the terms and conditions of the Purchase Agreement and the terms of this Resolution will result in a lower overall cost to CFD No. 90-2 than a public sale.

Section 6. Establishment of Final Terms of Sale of 2013 Bonds. The Authorized Representative(s), upon advice of the Financial Advisor, are authorized and directed to act on behalf of CFD No. 90-2 to establish and determine: (i) the final principal amount of the 2013 Bonds, which amount shall not exceed \$48,000,000; (ii) the final amounts of the various

maturities of the 2013 Bonds, provided the final maturity of the 2013 Bonds shall be no later than September 1, 2033; (iii) that the refunding of the Prior Bonds produces net present value savings of at least 3% of the par amount of the Prior Bonds to be refunded %; (iv) the maximum underwriting discount, which shall not exceed 2% (excluding any original issue discount/premium); and (v) the time for the sale and delivery of the 2013 Bonds. Upon determining the final terms and conditions of the sale of the 2013 Bonds, the Authorized Representative(s), or any of them, are hereby further authorized to insert such terms and conditions in and approve the final form of the Purchase Agreement upon advice of the Financial Advisor.

If CFD No. 90-2 determines to acquire municipal bond insurance/reserve fund surety to secure the 2013 Bonds, upon consultation with, and the recommendation of, the Financial Advisor, the Authorized Representative(s) may so provide in the Purchase Agreement and are authorized to take all necessary and further actions to provide for the delivery of such municipal bond insurance.

Section 7. Refunding of Prior Bonds; Escrow Arrangements.

(a) The Authorized Representatives are authorized and directed to execute escrow instructions or an escrow agreement in a form approved by Bond Counsel, with such additions therein and changes thereto as deemed necessary to cure any defect or ambiguity therein, with such approval to be conclusively evidenced by the execution and delivery of such agreement or instructions, in order to accomplish the payment, redemption and refunding of the Prior Bonds.

(b) CFD No. 90-2 shall be provided with a report of a verification agent retained by or on behalf of CFD No. 90-2 at the time the 2013 Bonds are delivered to verify that the funding of the refunding fund (as defined below) under the terms of the escrow arrangements will be sufficient, with interest earnings thereon, to pay, redeem and refund the outstanding Prior Bonds in accordance with their terms.

(c) For purposes hereof, the “Escrow Fund” as established (and defined) under the escrow arrangements shall constitute the “refunding fund” under the Act and the “designated costs of issuing the refunding bonds” under the Act shall include the Costs of Issuance as defined in the Agreement and the escrow arrangements (and as further described in this Resolution), and such other costs as set forth in Section 12 hereof.

(d) U.S. Bank National Association is hereby appointed to act as the initial Escrow Agent under the terms of the escrow arrangements. The Authorized Representatives are authorized to enter into an agreement with the Escrow Agent to provide such services to or on behalf of CFD No. 90-2.

Section 8. Preliminary Official Statement; Form of Official Statement. The Preliminary Official Statement relating to the 2013 Bonds prepared by the Financial Advisor is hereby approved in substantially the form presented to the Legislative Body of CFD No. 90-2, and the use and distribution of the Preliminary Official Statement and the preparation, execution and delivery of the final Official Statement in connection with the sale of the Bonds is hereby

authorized by the Legislative Body of CFD No. 90-2. An Authorized Representative is hereby authorized to deliver copies of the Preliminary Official Statement and the final Official Statement with such changes therein as such representative shall approve upon the advice of Disclosure Counsel and consultation with the Financial Advisor as being in the best interests of CFD No. 90-2, such approval to be conclusively evidenced by the execution and delivery thereof. Upon approval of such changes by an Authorized Representative, the Preliminary Official Statement shall be deemed final as of its date except for the omission of certain information as provided in and pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

Section 9. Community Facilities District Continuing Disclosure. The proposed form of the Continuing Disclosure Certificate of CFD No. 90-2 for the 2013 Bonds attached as an appendix to the Preliminary Official Statement, and presented to the Board at this meeting, is hereby approved. An Authorized Representative is authorized and directed to execute such certificate in substantially the form hereby approved with such additions thereto and changes therein as are approved by the Authorized Representatives upon the advice of Disclosure Counsel and consultation with the Financial Advisor, such approval to be conclusively evidenced by the execution and delivery thereof prior to, or concurrently with, the delivery of the 2013 Bonds.

Section 10. Execution of 2013 Bonds. The 2013 Bonds shall be executed on behalf of CFD No. 90-2 by the manual or facsimile signature of the President of the Legislative Body of CFD No. 90-2 (or, in the absence of the President, the Vice-President or other member of the Legislative Body on behalf of the President), and attested with the manual or facsimile signature of the Clerk, or Secretary, of the Legislative Body of CFD No. 90-2, and the seal of CFD No. 90-2, or a facsimile thereof, may be impressed or imprinted thereon..

Section 11. Covenants. The covenants set forth in the Agreement to be executed in accordance with Section 3 above are hereby approved and shall, upon the execution and delivery of the Agreement, be deemed to be covenants of the Legislative Body of CFD No. 90-2, and shall be complied with by CFD No. 90-2 and its officers and representatives. The Agreement shall, upon the execution and delivery thereof, constitute a contract between CFD No. 90-2 and the owners of the Bonds.

Section 12. Designated Costs of Issuing the 2013 Bonds. The Legislative Body of CFD No. 90-2 hereby designates the costs of issuing the Bonds pursuant to Sections 53363.2 and 53363.8 of the Act as:

(a) all expenses incident to the calling, retiring or paying of the Prior Bonds and incident to the issuance of the 2013 Bonds, including the charges of the prior fiscal agent(s), the Escrow Agent and the Fiscal Agent in connection with the issuance of the 2013 Bonds or in connection with the redemption or retirement of the Prior Bonds, which may include, but are not limited to, printing costs, costs of reproducing and binding documents, bond insurance costs, rating agency fees, reserve fund surety costs, verification agent fees and charges, closing costs, filing and recording fees, bond sale costs, bond purchaser's discount, legal fees and charges, including Bond Counsel and Disclosure Counsel, escrow fees and charges, the Financial

Advisor's fee and charges, financial consultants' fees, charges for execution, transportation and safekeeping of the 2013 Bonds and other costs, charges and fees in connection with the foregoing;

(b) the interest on the Prior Bonds from the date of sale of the 2013 Bonds to the date upon which the Prior Bonds will be paid and redeemed pursuant to the applicable payment and redemption provisions of the 2003 Indenture;

(c) any premium(s) necessary in the redeeming or retiring of the outstanding Prior Bonds; and

(d) the financing of a reserve fund for the 2013 Bonds, to be held by the Fiscal Agent pursuant to the provisions of the Agreement.

Section 13. Compliance with Valuation Requirements. In accordance with the requirements of Government Code Section 53345.8(b), the Board, acting as the Legislative Body of CFD No. 90-2, based on the advice of the Financial Advisor, hereby finds and determines that the value of the taxable property in Improvement Area No. 2002-1 (which is and will remain subject to the special taxes upon issuance of the 2013 Bonds) is at least three times the principal amount of the 2013 Bonds and of all other bonds that are secured by a special tax pursuant to the Act or a special assessment on that property. As required by State law, this finding and determination is based upon the full assessed value (AV) of the taxable property within Improvement Area No. 2002-1, as required under State law, and is based upon information and documents on file with the School District and the Legislative Body of CFD No. 90-2 and presented to the Legislative Body of CFD No. 90-2 by the Financial Advisor as part of these proceedings.

Section 14. Conformance with CFD Finance Policy. The Legislative Body of CFD No. 90-2 hereby finds and determines that the issuance and sale of the 2013 Bonds is consistent with the School District's Policy currently in effect with respect to community facilities district financings.

Section 15. Fiscal Agent. U.S. Bank National Association, Los Angeles, California, is hereby appointed to act as Fiscal Agent for the 2013 Bonds, and an Authorized Representative is hereby authorized to enter into an agreement with the Fiscal Agent to provide such services to CFD No. 90-2.

Section 16. Additional Consultants, Services. In addition to the consultants and legal counsel hereinbefore authorized and retained in connection with the issuance and sale of the Bonds, whose retention and service contracts on file with the Clerk of the Board are hereby ratified by the Legislative Body of CFD No. 90-2, the Superintendent and Deputy Superintendent, Business and Support Services, and other Authorized Representatives are authorized and directed to contract for consultant services, including legal, financial, verification agent and related professional services, as specified herein, or as otherwise necessary so the School District may proceed with, and complete, the proposed issuance and sale of the 2013 Bonds. The Authorized Representatives are authorized to contract for all services necessary to

effect the issuance and sale of the 2013 Bonds, and the redemption and refunding of the Prior Bonds. Such services shall include, but not be limited to, printing the Preliminary Official Statement and the final Official Statement, accounting services for escrow verification, and any other services deemed appropriate by such Authorized Representatives. The Authorized Representatives are authorized to pay for the cost of such services, and any costs thereof, together with other Costs of Issuance, with proceeds of the 2013 Bonds deposited to the Costs of Issuance Fund established pursuant to the Agreement.

Section 17. Other Actions. All actions heretofore taken by officers and agents of the School District and CFD No. 90-2 with respect to the sale and issuance of the 2013 Bonds and the redemption and defeasance of the Prior Bonds are hereby approved, confirmed and ratified, and the Authorized Representatives, and each of them, are hereby authorized and directed to take any actions and execute and deliver any and all documents as are necessary to accomplish the issuance, sale and delivery of the 2013 Bonds and the refunding of the Prior Bonds in accordance with the provisions and directives of this Resolution.

Section 18. Effective Date. This Resolution shall take effect upon adoption.

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ADOPTED, SIGNED, and APPROVED this 26th day of June, 2013.

BOARD OF TRUSTEES OF THE CAPISTRANO  
UNIFIED SCHOOL DISTRICT, acting as the  
LEGISLATIVE BODY OF COMMUNITY  
FACILITIES DISTRICT NO. 90-2

By: \_\_\_\_\_  
President of the Board of Trustees of the  
Capistrano Unified School District

ATTEST

By: \_\_\_\_\_  
Clerk of the Board of Trustees of the Capistrano  
Unified School District



STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF ORANGE                    )

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 1213- \_\_of said Board and that the same has not been amended or repealed.

Dated this 26th day of June, 2013.

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Clerk of the Board of Trustees of the  
Capistrano Unified School District





## **FISCAL AGENT AGREEMENT**

This Fiscal Agent Agreement (“Fiscal Agent Agreement”) dated as of July 1, 2013, is approved and entered into by **COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT** (“District” or “CFD No. 90-2”) and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association (“Fiscal Agent”).

### **RECITALS**

1. The Board of Trustees (“Board” or “Board of Trustees”) of the Capistrano Unified School District (“School District”) located in Orange County, California, has heretofore undertaken proceedings and declared the necessity to issue bonds on behalf of Improvement Area No. 2002-1 of Community Facilities District No. 90-2 of the School District pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Act”).

2. CFD No. 90-2 was formed pursuant to the resolution entitled “RESOLUTION OF THE BOARD OF TRUSTEES OF CAPISTRANO UNIFIED SCHOOL DISTRICT ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 90-2 (TALEGA), AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 90-2 (TALEGA) AND CALLING AN ELECTION” (Resolution No. 90-50) adopted by the Board of Trustees of the School District (“Board”) on May 21, 1990, which resolution established the District.

3. On June 24, 2002, the Board adopted a resolution entitled “RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT DESIGNATING IMPROVEMENT AREA NO. 2002-1 OF COMMUNITY FACILITIES DISTRICT NO. 90-2, AUTHORIZING THE LEVY OF SPECIAL TAXES AND CALLING AN ELECTION THEREIN, AND APPROVING A JOINT COMMUNITY FACILITIES AGREEMENT” (“Formation Resolution”), which established an improvement area (Improvement Area No. 2002-1) within CFD No. 90-2 thereof, and authorized the levy of special taxes of Improvement Area No. 2002-1 to fund authorized public facilities.

4. On June 24, 2002, the Board adopted a resolution entitled “RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA) DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NO TO EXCEED \$50,000,000 WITHIN IMPROVEMENT AREA NO. 2002-1 OF COMMUNITY FACILITIES DISTRICT NO. 90-2 AND CALLING AN ELECTION THEREON” (Resolution No. 0102-103) (“Bond Authorization Resolution”), which Bond Authorization Resolution authorized CFD No. 90-2 to issue bonds of Improvement Area No. 2002-1 secured by the special taxes to finance authorized public facilities.

### **Attachment 1**

5. Pursuant to the Formation Resolutions and the Bond Authorization Resolution, a special election (“Election”) was duly and legally held and conducted within Improvement Area No. 2002-1 on June 24, 2002, at which Election there were submitted to the qualified voters of Improvement Area No. 2002-1 certain propositions, which provided in pertinent part, the following:

PROPOSITION A:

Shall Improvement Area No. 2002-1 of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) (the “Improvement Area”) incur an indebtedness and issue bonds in the maximum principal amount of \$50,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolutions No. 0102-91 and 0102-92 of the Board of Trustees of the Capistrano Unified School District designating the Improvement Area?

PROPOSITION B:

Shall a special tax with a rate and method of apportionment as provided in Resolution No. 0102-91 of the Board of Trustees of the Capistrano Unified School District for Improvement Area No. 2002-1 of Community Facilities District No. 90-2 be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolutions No. 0102-91 and 0102-92, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?

6. Under the provisions of the Act, on November 5, 2003, CFD No. 90-2 issued and sold the first series of authorized bonds of Improvement Area No. 2002-1, the “\$49,675,000 Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) Series 2003 Special Tax Bonds (Improvement Area No. 2002-1)” (“Prior Bonds”) in order to finance public facilities as authorized by the proceedings referenced above, pursuant to the Board’s adoption of Resolution No. 0304-35 on October 13, 2003 (“Prior Bonds Resolution”), and the Bond Indenture between CFD No. 90-2 and U.S. Bank National Association, as fiscal agent thereunder (“2003 Fiscal Agent”), dated November 1, 2003 (“2003 Indenture”).

7. The Prior Bonds were issued and delivered by CFD No. 90-2 on November 5, 2003, and are currently outstanding in the principal amount of \$47,355,000.

8. Under the provisions of the Act, on June 26, 2013, the Board, acting as the Legislative Body of the District, adopted Resolution 2012-2013- \_\_ entitled, “RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF SERIES 2013 SPECIAL TAX REFUNDING BONDS OF IMPROVEMENT AREA 2002-1 OF THE COMMUNITY FACILITIES DISTRICT NO. 90-2 IN THE NOT TO EXCEED AMOUNT OF \$48,000,000, APPROVING A FISCAL AGENT AGREEMENT, APPROVING ESCROW ARRANGEMENTS, APPROVING CERTAIN DOCUMENTS,

MAKING RELATED FINDINGS AND DETERMINATIONS AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH” (“Resolution of Issuance”), which resolution, among other matters, authorized the issuance of “Community Facilities District No. 90-2 of the Capistrano Unified School District (Improvement Area No. 2002-1) Series 2013 Special Tax Refunding Bonds” in an aggregate principal amount of \$\_\_\_\_\_ upon the security of the Net Taxes (as defined herein) in accordance with the Act and this Fiscal Agent Agreement, and authorized the execution hereof along with other documents and arrangements, in order to refund, redeem and defease the outstanding Prior Bonds.

9. It is in the public interest and for the benefit of the School District and the District, that the District enter into this Fiscal Agent Agreement to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of net special taxes securing the Bonds and the administration and payment of the Bonds.

10. The District has determined that all things necessary to cause the Bonds, when executed by the District and authenticated by the Fiscal Agent and issued as provided in the Act, the Resolution of Issuance and this Fiscal Agent Agreement, to be legal, valid and binding special obligations of the District in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Fiscal Agent Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

**NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND PROVISIONS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE I  
STATUTORY AUTHORITY AND DEFINITIONS**

**Section 1.01. Authority for this Fiscal Agent Agreement.** This Fiscal Agent Agreement is entered into pursuant to the provisions of the Act and the Resolution of Issuance.

**Section 1.02. Definitions.** In addition to the definitions heretofore included in the Recitals, and unless the context otherwise requires, the following terms shall have the following meanings:

“**2013 Bonds**” means the \$\_\_\_\_\_ Community Facilities District No. 90-2 of the Capistrano Unified School District (Improvement Area No. 2002-1) Series 2013 Special Tax Refunding Bonds.

“**2003 Indenture**” means the bond indenture agreement for the Prior Bonds as defined in Recital 6 hereof.

“**2013 Term Bond**” means the 2013 Bond maturing on \_\_\_\_\_.

**“Act”** means the Mello-Roos Community Facilities Act of 1982, as amended, being Section 53311, *et seq.*, of the Government Code of the State.

**“Administrative Expense Fund”** means the fund of that name established under and held by the Fiscal Agent pursuant to Section 3.01 and 3.05 of this Fiscal Agent Agreement.

**“Administrative Expense Requirement”** means the amount of \$91,424.58, which shall be increased by two percent (2.00%) each Fiscal Year thereafter **commencing Fiscal Year 2013-2014**, as set forth in Sections 3.03 and 3.05 of this Fiscal Agent Agreement.

**“Administrative Expenses”** means the administrative costs with respect to the calculation and collection of the Special Taxes and any other costs related to the Bonds and the refunding of the Prior Bonds, including the fees and expenses of the Fiscal Agent and any persons, parties, consultants or attorneys employed pursuant to Covenants 2, 3 or 11 of Sections 5.02 and 5.03 hereof, costs and legal expenses of foreclosure actions undertaken pursuant to the terms hereof to the extent not recovered pursuant to statutory authorization, or costs otherwise incurred by the District in order to carry out the authorized purposes of the Bonds, including statutory disclosure for the District and continuing disclosure obligations, rebate compliance, reporting requirements for the Special Taxes and “Administrative Expenses” as defined in the Rate and Method.

**“Annual Debt Service”** means, with respect to any Outstanding Bonds, for each Bond Year, the sum of (a) the interest payable on such Bonds in such Bond Year, and (b) the principal amount of the Outstanding Bonds scheduled to be paid in such Bond Year.

**“Authorized Investments”** means, subject to Section 3.11 hereof, any of the following investments, if and to the extent the same are at the time legal for investment of the School District’s funds (with the Fiscal Agent entitled to rely upon the investment direction of the District as a determination that such investment is a legal investment):

(a) United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest, and which have a maximum term to maturity not to exceed three years.

(b) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, and which have a maximum term to maturity not to exceed three years, including:

- Export-Import Bank
- Farm Credit System Financial Assistance Corporation
- Rural Economic Community Development Administration (formerly the Farmers Home Administration)
- General Services Administration
- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)

- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration
- Federal Financing Bank.

(c) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America, and which have a maximum term to maturity not to exceed three years:

- Senior debt obligations rated "Aaa" by Moody's and "AAA" by Standard & Poor's issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC)
- Obligations of the Resolution Funding Corporation (REFCORP)
- Senior debt obligations of the Federal Home Loan Bank System.

(d) Registered state warrants or treasury notes or bonds of the State, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of the State, which are rated in one of the two highest short-term or long-term rating categories by Moody's or Standard & Poor's.

(e) Registered bonds, notes, warrants or other evidences of indebtedness of any local agency of the State, including bonds payable solely out of revenues from a revenue-producing property owned, controlled, or operated by the local agency, where the interest on such local agency obligation is exempt from Federal and State income taxes and which are rated in one of the two highest short-term or long-term rating categories by Moody's or Standard & Poor's.

(f) Deposit accounts, time certificates of deposit or negotiable certificates of deposit issued by a state or nationally chartered bank or trust company, which may include the Fiscal Agent or its affiliates, or a state or federal savings and loan association; provided, that the certificates of deposit shall be one or more of the following:

(1) Continuously and fully insured by the Federal Deposit Insurance Corporation.

(2) Continuously and fully secured by securities described in clause (a) or (b) above which shall have a market value, as determined on a marked-to-market basis calculated at least weekly, and exclusive of accrued interest, or not less than 102 percent of the principal amount of the certificates of deposit.

(g) Commercial paper of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided by Moody's and Standard & Poor's, at the time of purchase, which commercial paper is limited to issuing corporations that are organized and operating within the United States of America and that have total assets in excess of \$500,000,000 and that have an "A" or higher rating for the issuer's debentures, other than commercial paper, by Moody's and Standard & Poor's, provided that purchases of eligible

commercial paper may not exceed 180 days' maturity nor represent more than 10% of the outstanding commercial paper of an issuing corporation. Purchases of commercial paper may not exceed 20% of the net proceeds of the Bonds.

(h) A repurchase agreement with a state or nationally chartered bank or trust company or a national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York the long term debt of which is rated at least "AA" by Standard & Poor's or "Aa1" by Moody's, provided that all of the following conditions are satisfied:

(1) the agreement is secured by any one or more of the securities described in clause (a) above of this definition of Authorized Investments ("Underlying Securities");

(2) the Underlying Securities are required by the repurchase agreement to be held by a bank, trust company, or primary dealer having a combined capital and surplus of at least \$100,000,000 and which is independent of the issuer of the repurchase agreement ("Holder of Collateral") and the Underlying Securities have been transferred to the Holder of Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

(3) the Underlying Securities are maintained at a market value, as determined on a marked-to-market basis calculated at least weekly, of not less than 103 percent of the amount so invested and at such levels and additional conditions not otherwise in conflict with the terms above as would be acceptable to Standard & Poor's and Moody's so as to maintain, respectively, an "AA" or "Aa1" rating in an "AA" or "Aa1" rated structured financing (with a market value approach); and

(4) the agreement provides that if during its term the provider's rating by Moody's and Standard & Poor's is withdrawn or suspended or falls below "A-" by Standard & Poor's or "A3" by Moody's, as appropriate, the provider must within 10 days of receipt of direction from the Fiscal Agent, repurchase all collateral and terminate the agreement, with no penalty or premium to the District or Fiscal Agent.

(i) Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA" by S&P and "Aa" by Moody's; provided that, by the terms of the investment agreement:

(1) Interest payments are to be made to the Fiscal Agent at times and in amounts as necessary to pay debt service on the Bonds.

(2) The invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days' prior notice; the District and the Fiscal Agent hereby agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid.

(3) The investment agreement shall state that it is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors.

(4) The District and the Fiscal Agent receives the opinion of domestic counsel (which opinion shall be addressed to the District) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable).

(5) The investment agreement shall provide that if during its term

(A) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3," respectively, the provider shall, at its option, within 10 days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider's books) to the District, the Fiscal Agent or a third party acting solely as agent therefore ("Holder of the Collateral") collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (ii) repay the principal of and accrued but unpaid interest on the investment; and

(B) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3," respectively, the provider must, at the direction of the District or the Fiscal Agent, within 10 days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the District or Fiscal Agent.

(6) The investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession).

(7) The investment agreement must provide that if during its term

(A) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the District or the Fiscal Agent, be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the District or Fiscal Agent, as appropriate; and



(B) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. (“event of insolvency”), the provider’s obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the District or Fiscal Agent, as appropriate.

(j) A taxable or tax exempt government money market portfolio mutual fund restricted to obligations with either maturities of one year or less or a dollar weighted average maturity of 120 days or less, and either issued, guaranteed or collateralized as to payment of principal and interest by the full faith and credit of the United States of America or rated in one of the three highest categories by Moody’s or Standard & Poor’s. Such money market funds may include funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services.

(k) The Local Agency Investment Fund referred to in Section 16429.1 of the Government Code of the State to the extent the Fiscal Agent may deposit and withdraw funds directly.

**“Authorized Representative” or “District Representative”** means an officer or employee of the School District authorized to provide written directives on behalf of the District, which shall include the School District’s Superintendent, Deputy Superintendent of Business and Support Services, and such other persons as shall be designated in writing by the Superintendent or the Assistant Superintendent of Business.

**“Board” or “Board of Trustees”** means the Board of Trustees of the Capistrano Unified School District.

**“Bond” or “Bonds”** means the 2013 Bonds and any Parity Bonds.

**“Bond Counsel”** means a firm of nationally recognized bond attorneys, initially Bowie, Arneson, Wiles & Giannone.

**“Bond Fund”** means the fund of that name established under and held by the Fiscal Agent pursuant to Section 3.01 and 3.06 of this Fiscal Agent Agreement.

**“Bond Register”** means the books which the Fiscal Agent shall keep or cause to be kept on which the registration and transfer of the Bonds shall be recorded.

**“Bond Year”** means each twelve month period extending from September 2 in one calendar year to September 1 of the succeeding calendar year, except in the case of the initial Bond Year which shall be the period from the Delivery Date to September 1, 2013, both dates inclusive.

**“Bondowner(s)” or “Owner(s)”** means the person or persons in whose name or names any Bond is registered.

**“Business Day”** means a day which is not a Saturday or a Sunday or a day on which banks in Los Angeles, California and New York, New York are not required or permitted to be closed.

**“Code”** means the Internal Revenue Code of 1986, as amended, and any successor provisions thereto.

**“Continuing Disclosure Certificate”** shall mean that certain Continuing Disclosure Certificate provided by the School District on behalf of the District, dated the Delivery Date, as originally executed and as it may be amended from time to time in accordance with the terms thereof, with respect to the 2013 Bonds or any parity Bonds, as applicable.

**“Costs of Issuance”** means items of expense payable or reimbursable directly or indirectly by the District or School District and related to the authorization, sale and issuance of the Bonds and the refunding of the Prior Bonds, which items of expense shall include, but not be limited to, printing costs, cost of reproducing and binding documents, closing costs, appraisal costs, filing and recording fees, fees and expenses of counsel to the District or School District, initial fees and expenses of the Fiscal Agent and the Escrow Agent including its first annual administration fee and fees of its counsel, expenses incurred by the District and the School District in connection with the issuance of the Bonds, legal fees and charges, including Bond Counsel, Disclosure Counsel, verification agent fees, financial advisor fees, special tax consultants’ fees, [the premium for bond insurance and a Reserve Fund surety bond,] charges for execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

**“Costs of Issuance Fund”** means the fund of that name established under, and held by the Fiscal Agent pursuant to, Sections 3.01 and 3.09 of this Fiscal Agent Agreement.

**“Dated Date”** or **“Delivery Date”** means the date the 2013 Bonds are issued and delivered, and with respect to Parity Bonds, the date such Parity Bonds are issued and delivered.

**“Depository”** means any depository which holds Bonds pursuant to the terms of this Fiscal Agent Agreement, initially, with respect to the Bonds, DTC.

**“Developed Property”** shall have the same meaning set forth in the Rate and Method.

**“Disclosure Counsel”** means a firm of nationally recognized disclosure counsel, initially

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**“Dissemination Agent”** means U.S. Bank National Association, or any successor dissemination agent appointed by the District pursuant to the District Continuing Disclosure Certificate.

**“District”** means Community Facilities District No. 90-2 of the Capistrano Unified School District.

“**DTC**” means The Depository Trust Company, 55 Water Street, 25<sup>th</sup> Floor, New York, New York, 10041-0099, Attn: Call Notification Department, Fax: (212) 855-5004.

“**Election**” means the election defined in Recital 4 hereof.

“**Escrow Agent**” means U.S. Bank National Association, and any successor thereto duly appointed and serving pursuant to the terms of the Escrow Agreement.

“**Escrow Agreement**” means the agreement providing for the redemption and defeasance of the Prior Bonds, dated as of the Delivery Date, executed by and between the District and U.S. Bank National Association, as Escrow Agent.

“**Escrow Fund**” means that certain escrow fund established pursuant to the Escrow Agreement.

“**Excess Investment Earnings**” shall mean an amount equal to the sum of:

(i) the excess of:

(A) the aggregate amount earned from the Delivery Date on all Nonpurpose Investments in which Gross Proceeds are invested (other than amounts attributable to an excess described in this subparagraph (i)), over

(B) the amount that would have been earned if the yield on such Nonpurpose Investments (other than amounts attributable to an excess described in this subparagraph (i)) had been equal to the Yield on the Bonds,

plus

(ii) any income attributable to the excess described in paragraph (i).

In determining the amount of Excess Investment Earnings, there shall be excluded any amount earned on any fund or account which is used primarily to achieve a proper matching of revenues and annual debt service on the Bonds during each Bond Year and which is depleted at least once a year except for a reasonable carryover amount not in excess of the greater of one year’s earnings on such fund or account or one-twelfth (1/12) of annual debt service on the Bonds, as well as amounts earned on said earnings. The District intends that the Bond Fund, including the Principal Account and the Interest Account established therein, the Special Tax Fund and the Redemption Fund will be the type of funds described in the preceding sentence.

“**Federal Securities**” means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State for funds held by the Fiscal Agent:

(i) direct general obligations of the United States of America (including State and Local Government Series and obligations issued or held in book entry form on the books of the

United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as “stripped” obligations and coupons; or

(ii) any of the following obligations of the following agencies of the United States of America: (a) direct obligations of the Export-Import Bank, (b) certificates of beneficial ownership issued by the Farmers Home Administration or its successor agency, (c) participation certificates issued by the General Services Administration, (d) mortgage-backed bonds or pass-through obligations issued and guaranteed by the Government National Mortgage Association, (e) project notes issued by the United States Department of Housing and Urban Development, and (f) public housing notes and bonds guaranteed by the United States of America.

**“Fiscal Agent”** means U.S. Bank National Association, a national banking association, and its successors and assigns or any and other fiscal agent which may be appointed pursuant to Section 7.01 hereof.

**“Fiscal Agent Agreement”** means this Fiscal Agent Agreement, as amended or supplemented pursuant to the terms hereof.

**“Fiscal Year”** means the period from July 1 to June 30 in any year.

**“Gross Proceeds”** means any proceeds of the Bonds and any funds (other than proceeds of the Bonds) that are part of a reserve or replacement fund for the Bonds within the meaning of Section 1.148-1(b) of the Regulations.

**“Gross Taxes”** means the amount of all Special Taxes collected within Improvement Area No. 2002-1 and proceeds from the sale of property within Improvement Area No. 2002-1 collected pursuant to the foreclosure provisions of this Fiscal Agent Agreement for the delinquency of such Special Taxes.

**“Improvement Area No. 2002-1”** or **“IA No. 2002-1”** means Improvement Area No. 2002-1 of Community Facilities District 90-2 of the Capistrano Unified School District.

**“Independent Financial Consultant”** means a consultant or firm of such consultants generally recognized to be qualified in the field of implementation and administration of community facilities districts, or the financial consulting field, appointed and paid by the District and who, or each of whom:

(1) is independent of the District and the School District or any of the property owners within the District;

(2) does not have any substantial interest, direct or indirect, in the District or any of the property owners within the District; and

(3) is not connected with the District or School District as a member, officer or employee of the District or School District or with any of the property owners within the District, but who may be regularly retained to make annual or other reports to the District or the School District.

**“Interest Account”** means the account of that name established under, and held by the Fiscal Agent pursuant to, Sections 3.01 and 3.06 of this Fiscal Agent Agreement.

**“Interest Payment Date”** means March 1 and September 1 of each year during which Bonds are Outstanding, commencing March 1, 2014.

**“Legislative Body”** means the Board of Trustees acting as the Legislative Body of the District.

**“Mandatory Redemption Account”** means the account of that name established under, and held by the Fiscal Agent pursuant to, Section 3.01 and 3.08 of this Fiscal Agent Agreement.

**“Mandatory Sinking Payments”** means the amounts to be applied to the redemption of the Bonds in accordance with the schedule set forth in Section 4.01(c) hereof and any subsequent schedule set forth in any Supplement.

**“Maximum Annual Debt Service”** means the maximum sum obtained for any remaining Bond Year prior to the final maturity on the Bonds by totaling the following for each Bond Year:

(1) the principal amount of all Outstanding Bonds maturing and payable in such Bond Year at maturity or pursuant to sinking fund redemption; and

(2) the interest payable on the aggregate principal amount of Bonds Outstanding in such Bond Year assuming the Bonds are retired as scheduled.

**“Moody’s”** means Moody’s Investors Services and its successors.

**“National Information Service”** means the Electronic Municipal Market Access (EMMA) system of the Municipal Securities Rulemaking Board (MSRB), 1900 Duke Street, Suite 600, Alexandria, Virginia 22314, or such other electronic system designated by the MSRB or the Securities and Exchange Commission, or as may be designated by the District in a certificate delivered to the Fiscal Agent.

**“Net Taxes”** means the amount of all Gross Taxes minus the Administrative Expense Requirement.

**“Nonpurpose Investments”** means any security, investment, obligation, annuity, investment-type property, specified private activity bond or any other type of investment property defined in Section 148 of the Code in which Gross Proceeds are invested (other than

tax-exempt securities which are described in Section 103(a) of the Code) and which is not acquired to carry out the governmental purpose of the Bonds.

**“Optional Redemption Account”** means the account of that name established under, and held by the Fiscal Agent pursuant to, Section 3.01 and 3.08 of this Fiscal Agent Agreement.

**“Ordinance”** means Ordinance No. 2002-90-2 adopted by the Legislative Body on June 24, 2002.

**“Outstanding”** means all Bonds theretofore issued by the District, except:

(1) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation;

(2) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Fiscal Agent pursuant to the terms hereof; and

(3) Bonds paid and discharged pursuant to Article IX hereof.

**“Parity Bonds”** means all bonds, notes or similar evidences of indebtedness hereafter issued, payable out of the Net Taxes and which, as provided for in this Fiscal Agent Agreement or any Supplement, rank on a parity with the Bonds.

**“Participating Underwriter”** shall have the meaning(s) ascribed thereto in the Continuing Disclosure Certificate.

**“Prepaid Special Taxes”** means all Special Taxes prepaid to the District pursuant to the Resolution of Formation, less related Administrative Expenses.

**“Prepayment Account”** means the account of that name established under, and held by the Fiscal Agent pursuant to, Sections 3.01 and 3.04 of this Fiscal Agent Agreement.

**“Principal Account”** means the account of that name established under, and held by the Fiscal Agent pursuant to, Sections 3.01 and 3.06 of this Fiscal Agent Agreement.

**“Principal Corporate Trust Office”** means the corporate trust office of the Fiscal Agent, which, at the date of execution of this Fiscal Agent Agreement, is located at 633 W. Fifth Street, 24<sup>th</sup> Floor, Los Angeles, California 90071, Attention: Corporate Trust Services, or such other offices as the Fiscal Agent may designate from time to time; provided, however, that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term shall mean the office or agency of the Fiscal Agent at which, at any particular time, its corporate trust agency business shall be conducted.

**“Prior Bond”** or **“Prior Bonds”** means the “\$49,675,000 Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) Series 2003 Special Tax Bonds

(Improvement Area No. 2002-1)” delivered on November 5, 2003, issued in the initial par amount of \$49,675,000, and presently outstanding in the aggregate principal amount of \$47,355,000.

**“Prior Fiscal Agent”** means the fiscal agent under the 2003 Indenture, U.S. Bank National Association.

**“Purchase Price”** for the purpose of computation of the Yield of the Bonds, has the same meaning as the term “issue price” in Sections 1273 (b) and 1274 of the Code, and, in general, means the initial offering price to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Bonds are sold or, if the Bonds are privately placed, the price paid by the original purchaser or the acquisition cost of the original purchaser. The term “Purchase Price,” for the purpose of computation of the Yield of Nonpurpose Investments, means the fair market value of the Nonpurpose Investments on the date of use of Gross Proceeds for acquisition thereof, or, if later, on the date that Investment Property (as defined in Section 148(b)(2) and (3) of the Code) constituting a Nonpurpose Investment becomes a Nonpurpose Investment of the Bonds, as the case may be.

**“Rate and Method”** means the Rate and Method of Apportionment for Improvement Area No. 2002-1 of the Capistrano Unified School District Community Facilities District No. 90-2 as set forth in the Formation Resolutions and Ordinance as such may be amended or interpreted from time to time.

**“Rebate Fund”** means the fund of that name established under, and held by the Fiscal Agent pursuant to, Sections 3.01 and 3.11 of this Fiscal Agent Agreement.

**“Record Date”** means the 15th day of the calendar month preceding an Interest Payment Date whether or not such day is a Business Day.

**“Redemption Fund”** means the fund of that name established under, and held by the Fiscal Agent pursuant to Sections 3.01 and 3.08 of this Fiscal Agent Agreement.

**“Regulations”** means any temporary, proposed or final regulations of the United States Department of Treasury with respect to obligations issued pursuant to Section 103 and Sections 141 to 150 of the Code.

**“Representation Letter”** means such letter in the form prescribed by the Depository in order to qualify for the Depository’s book-entry system.

**“Reserve Fund”** means the fund of that name established under, and held by the Fiscal Agent pursuant to, Sections 3.01 and 3.07 of this Fiscal Agent Agreement.

**“Reserve Requirement”** means an amount, as of any date of calculation, equal to the least of (i) 10% of the original principal amount of the Bonds, (ii) Maximum Annual Debt Service, or (iii) 125% of average Annual Debt Service on the Bonds.

**“Resolution of Formation” or “Formation Resolution”** has the meaning set forth in Recital 1.

**“Resolution of Issuance”** means Resolution 2012-2013- \_\_ of the School District, dated June 26, 2013, authorizing the issuance of the 2013 Bonds and approving this Fiscal Agent Agreement.

**“Responsible Officer”** of the Fiscal Agent means and includes the president, every senior vice president, every vice president, every assistant vice president, every trust officer or any other authorized officer of the Fiscal Agent.

**“School District”** means the Capistrano Unified School District.

**“School Facilities”** means the facilities of the School District as defined in the Bond Authorization Resolution, authorized to be designed, constructed, acquired, or installed by the District.

**“Sinking Fund Redemption Account”** means the account of that name within the Redemption Fund established under, and held by the Fiscal Agent pursuant to, Sections 3.01 and 3.08 of this Fiscal Agent Agreement.

**“Special Tax Fund”** means the fund of that name established under, and held by the Fiscal Agent pursuant to, Sections 3.01 and 3.03 of this Fiscal Agent Agreement.

**“Special Taxes”** means the special taxes levied by the Legislative Body in accordance with the Rate and Method within Improvement Area No. 2002-1 pursuant to the Act, the Formation Resolutions, the Election and the Ordinance.

**“Standard & Poor’s” or “S&P”** means Standard & Poor’s Ratings Group and its successors.

**“State”** means the State of California.

**“Supplement”** means any supplemental agreement amending or supplementing this Fiscal Agent Agreement.

**“Surplus School Facilities Fund”** means the fund of that name established under, and held by the Fiscal Agent pursuant to, Sections 3.01 and 3.12 hereof.

**“Tax Certificate”** means the certificate of that name to be executed by an authorized representative of the District on a Delivery Date to establish certain facts and expectations and which contains certain covenants relevant to compliance with the Code.

**“Taxable Property”** has the meaning set forth in the Rate and Method.



“Underwriter” means \_\_\_\_\_.

“Yield” means that yield which, when used in computing the present worth of all payments of principal and interest (or other payments in the case of Nonpurpose Investments which require payments in a form not characterized as principal and interest) on a Nonpurpose Investment or on the Bonds produces an amount equal to the Purchase Price of such Nonpurpose Investment or the Bonds, as the case may be, all computed as prescribed in the applicable Regulations.

**Section 1.03. Interpretation.**

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural, and *vice versa* and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles”, “Sections” and other subdivisions are to the corresponding subdivisions of this Fiscal Agent Agreement; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Fiscal Agent Agreement as a whole and not to any particular Articles, Sections or subdivisions thereof.

**Section 1.04 Incorporation of Findings.** All the findings and determinations of the Legislative Body of CFD No. 90-2 set forth in the Resolution of Issuance are hereby incorporated in this Fiscal Agent Agreement by this reference as though fully set forth herein.

**ARTICLE II  
GENERAL AUTHORIZATION AND BOND TERMS**

**Section 2.01. Amount and Purpose of 2013 Bonds.** Under and pursuant to the Act, the 2013 Bonds in the amount of \$\_\_\_\_\_ authorized pursuant to the Act and issued in accordance with this Article II shall be issued for the purposes of refunding the Prior Bonds on a current basis, and funding the Reserve Requirement and Costs of Issuance.

**Section 2.02. Limited Obligation; Net Taxes.** The Bonds shall be and are limited obligations of the District and shall be payable as to the principal thereof and interest thereon and any premiums upon the redemption thereof solely from the Net Taxes and amounts in certain funds and accounts created hereunder as specified hereinafter. The Net Taxes are hereby pledged for the payment of the Bonds, subject to the terms hereof.

The Bonds and interest thereon are not payable from the general fund of the District or the School District. Except with respect to the Net Taxes, neither the credit nor the taxing power

of the District or the School District is pledged for the payment of the Bonds or interest thereon, and no Owner of the Bonds may compel the exercise of the taxing power by the District (except with respect to the Special Taxes) or the School District or the forfeiture of any of their property for the payment thereof. The principal of and interest on the Bonds and premiums upon the redemption of any thereof are not a debt of the District or the School District, the State or any of its political subdivisions within the meaning of any constitutional or statutory limitation or restriction. The Bonds are not a legal or equitable pledge, charge, lien or encumbrance, upon any property or income, receipts or revenues of the District or the School District, except the Net Taxes which are, under the terms of this Fiscal Agent Agreement, pledged for the payment of the Bonds and interest thereon. Neither the members of the Legislative Body or the Board nor any persons executing the Bonds are liable personally on the Bonds by reason of their issuance.

**Section 2.03. Equality of Bonds, Pledge of Net Taxes.** Pursuant to the Act and this Fiscal Agent Agreement, the Bonds shall be equally payable from the Net Taxes without priority for number, date of the Bonds, date of sale, date of execution or date of delivery, and the payment of the interest on and principal of the Bonds and any premiums upon the redemption thereof shall be exclusively paid from the Net Taxes and amounts held in certain funds and accounts created hereunder as specified hereinafter. All of the Net Taxes are hereby pledged for the payment of the Bonds, and such Net Taxes and any interest earned on the Net Taxes shall constitute a trust fund for the payment of the interest on and principal of the Bonds and so long as any of the Bonds or interest thereon are unpaid the Net Taxes and interest thereon shall not be used for any other purpose, except as permitted by this Fiscal Agent Agreement or any Supplement, and shall be held in trust for the benefit of the Bondowners and shall be applied pursuant to this Fiscal Agent Agreement, or any Supplement to this Fiscal Agent Agreement as modified pursuant to provisions herein. Notwithstanding any provision contained in this Fiscal Agent Agreement to the contrary, Net Taxes deposited in the Administrative Expense Fund, the Surplus School Facilities Fund and the Rebate Fund shall no longer be considered to be pledged to the Bonds, and the Administrative Expense Fund, the Surplus School Facilities Fund and the Rebate Fund shall not be construed as trust funds held for the benefit of the Bondowners.

In the event that the Fiscal Agent lacks sufficient amounts to make timely payment of principal and interest and premium upon redemption, if any, on the Bonds when due, such principal of and interest and premium on the Bonds shall be paid from available amounts held hereunder by the Fiscal Agent in the Bond Fund, Reserve Fund, Redemption Fund, and after disbursement hereunder, the Special Tax Fund (including all accounts of the foregoing funds) (but not including those amounts deposited in the Surplus School Facilities Fund, Administrative Expense Fund and the Rebate Fund) in accordance with such terms without preference or priority of interest over principal or principal over interest, or of any installment of principal or interest over any other installment of principal or interest, ratably to the aggregate amount of such principal and interest.

Nothing in this Fiscal Agent Agreement or any Supplement shall preclude the redemption of any Bonds subject to call and redemption prior to maturity, and payment of the Bonds from proceeds of refunding bonds issued under the Act as the same now exists or is hereafter amended, or under any other law of the State.

**Section 2.04. Description of 2013 Bonds; Interest Rates.** The 2013 Bonds shall be issued in fully registered form without coupons, in denominations of \$5,000 or any multiple thereof and shall be numbered consecutively from one upwards; provided, however, that the 2013 Bonds shall initially be issued in book-entry form pursuant to Section 2.08. The 2013 Bonds shall be issued in the aggregate principal amount of \$\_\_\_\_\_. The 2013 Bonds shall be originally dated the Delivery Date, shall mature and be payable on September 1 of each Bond Year, in the aggregate principal amounts, and shall bear interest at the rates as set forth below:

<b><u>Maturity Date</u></b> <b><u>(September 1)</u></b>	<b><u>Principal</u></b> <b><u>Amount</u></b>	<b><u>Interest</u></b> <b><u>Rate</u></b>
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		

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Interest on the Bonds shall be computed on the basis of a 360-day year comprised of twelve 30-day months. Interest shall be payable with respect to each Bond on each Interest Payment Date, commencing March 1, 2014, until the principal sum of that Bond has been paid; provided, however, that if, at the maturity date of any Bond (or if the same is redeemable and shall be duly called for redemption, then at the date fixed for redemption) funds are available for the payment or redemption thereof, in full accordance with the terms of this Fiscal Agent Agreement, such Bond shall then cease to bear interest.

“CUSIP” identification numbers shall be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds and any error or omission with respect thereto shall not constitute cause for refusal of the purchaser to accept delivery of and

pay for the Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Bonds shall not constitute an event of default or any violation of the District's contract with such Owners and shall not impair the effectiveness of any such notice.

**Section 2.05. Medium and Payment.** The Bonds shall be payable both as to principal and interest, and as to any premiums upon the redemption thereof, in lawful money of the United States of America. The principal of the Bonds and any premiums due upon the redemption thereof shall be payable upon presentation thereof at the Principal Corporate Trust Office of the Fiscal Agent. Interest on any Bonds shall be payable from the Interest Payment Date next preceding the date of authentication, unless (i) such date of authentication is an Interest Payment Date, in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after a Record Date (as defined herein) but prior to the immediately succeeding Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) the date of authentication is prior to the close of business on the first Record Date, in which event interest will be payable from the Dated Date; provided, however, that if at the time of authentication of a Bond, interest is in default, interest on that Bond shall be payable from the last date on which the interest has been paid or made available for payment, or if no interest has been paid or made available for payment, interest shall be payable from the Dated Date. Interest on any Bond shall be paid to the person whose name shall appear in the Bond Register as the Owner of such Bond as of the close of business on the Record Date. Such interest shall be paid by check of the Fiscal Agent mailed on the Interest Payment Date to such Bondowner by first class mail at his or her address, postage prepaid, as it appears on the Bond Register as of the Record Date; provided that, in the case of an Owner of \$1,000,000 or more in aggregate principal amount of the Bonds, upon the Fiscal Agent's receipt of written request of such Owner prior to the Record Date accompanied by wire transfer instructions, such interest shall be paid on the Interest Payment Date in immediately available funds by wire transfer to an account in the United States.

**Section 2.06. Form of Bonds and Certificate of Authentication.** The definitive Bonds shall be in typewritten form. The 2013 Bonds and the certificate of authentication shall be substantially in the form attached hereto as **Exhibit A**, which form is hereby approved and adopted as the form of the 2013 Bonds and of the certificate of authentication, with necessary or appropriate insertions, omissions and variations as permitted or required thereby. Any Bond issued under this Fiscal Agent Agreement, or any Supplement, may be initially issued in temporary form exchangeable for definitive Bond. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District and may contain such reference to any of the provisions of this Fiscal Agent Agreement as may be appropriate. Every temporary Bond shall be executed and sealed by the District in substantially the same manner as provided in this Section 2.06. If the District issues temporary Bonds, it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds may be surrendered for cancellation at the Principal Corporate Trust Office of the Fiscal Agent, and the District shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of the same interest rates and maturities. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Fiscal Agent Agreement as definitive Bonds issued hereunder.

**Section 2.07. Execution and Certificate of Authentication.** The Bonds shall be signed on behalf of the District by the manual or facsimile signature of the President of the Board of the School District, or other member of the Board acting on behalf of the President in the absence thereof, and attested by the manual or facsimile signature of the Clerk or Secretary of the Board of the School District acting as the Legislative Body, and the seal of the District (or a facsimile thereof) may be impressed, imprinted, engraved or otherwise reproduced thereon. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed have been authenticated and delivered by the Fiscal Agent (including new Bonds delivered pursuant to the provisions hereof with reference to the transfer and exchange of Bonds or to lost, stolen, destroyed or mutilated Bonds), such Bond may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed or sealed such Bond had not ceased to hold such offices.

The Bonds shall bear thereon a certificate of authentication, in the form set forth in **Exhibit A** hereto, executed manually by the Fiscal Agent. Only such Bonds bearing such certificate of authentication shall be entitled to any right or benefit under this Fiscal Agent Agreement, and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Fiscal Agent.

**Section 2.08. Registration Books/Book Entry.** Subject to the provisions of this Fiscal Agent Agreement relating to book-entry Bonds, the Fiscal Agent will keep or cause to be kept, at the Principal Corporate Trust Office of the Fiscal Agent, sufficient records for the registration and transfer of ownership of the Bonds, which shall be open to inspection during regular business hours and upon reasonable notice by the District; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bonds as hereinbefore provided.

With respect to the Bonds registered in the Bond Register in the name of the Nominee, neither the District nor the Fiscal Agent shall have any responsibility or obligation to any broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as securities depository (“Participant”) or to any person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, neither the District nor the Fiscal Agent shall have any responsibility or obligation (unless the District is at such time the Depository) with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person, other than an Owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the District redeems the Bonds in part, or (iv) the payment to any Participant or any other person, other than an Owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. The District and the Fiscal Agent may treat and consider the person in whose name each Bond is registered in the Bond Registrar as the holder and absolute Owner of such Bond for the purpose of payment of principal of, interest, and premium, if any, with respect to such Bond, for the purpose of giving notices of redemption, if applicable, and other matters with respect to such Bond, for the purpose

of registering transfers with respect to such Bond, and for all other purposes whatsoever. The District shall pay all principal of, interest, and premium, if any, on the Bonds only to or upon the order of the respective Owner of a Bond, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, interest, and premium, if any, on the Bonds to the extent of the sum or sums so paid. No person other than an Owner of a Bond, as shown in the Bond Register, shall receive a Bond evidencing the obligation of the District to make payments of principal of, interest, and premium, if any, pursuant to this Fiscal Agent Agreement. Upon delivery by the Depository to the Fiscal Agent, the Owners of the Bonds, and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Date, the word Nominee in this Fiscal Agent Agreement shall refer to such nominee of the Depository.

In order to qualify the Bonds for the Depository's book-entry system, the District is executing and delivering to the Depository a Representation Letter in the form prescribed by Depository. The execution and delivery of the Representation Letter shall not in any other way limit the provisions of this Section or in any other way impose upon the District any obligation whatsoever with respect to persons having interests in the Bonds other than the owners of the Bonds, as shown on the Bond Register. In addition to the execution and delivery of the Representation Letter, the District shall take such other actions, consistent with this Fiscal Agent Agreement, as are reasonably necessary to qualify the Bonds for the Depository's book-entry program.

In the event (i) the Depository determines not to continue to act as a securities depository for the Bonds, or (ii) the Depository shall no longer so act and gives notice to the District of such determination, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered Bond, per maturity, registered in the name of such successor or substitute qualified securities depository or its nominee. If the District fails to identify another qualified securities depository to replace the Depository then the Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Nominee, but shall be registered in whatever name or names owners of the Bonds transferring or exchanging Bonds shall designate, in accordance with provisions of Section 2.09, hereof, and the District shall prepare and deliver Bonds to the owners thereof for such purposes.

In the event of a reduction in aggregate principal amount of Bonds Outstanding or an advance refunding of part of the Bonds Outstanding, the Depository in its discretion, (a) may request the District to prepare and issue a new bond or (b) may make an appropriate notation on the Bonds indicating the date and amounts of such reduction in principal, but in such event the Bond Register maintained by the Fiscal Agent shall be conclusive as to what amounts are outstanding on the Bond, except in the case of final maturity in which case the Bond must be presented to the Fiscal Agent prior to payment.

Notwithstanding any other provisions of this Fiscal Agent Agreement to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository and acceptable to the District.

The initial Depository under this Article shall be DTC. The initial Nominee shall be Cede & Co., as Nominee of DTC.

**Section 2.09. Registration of Exchange or Transfer.** Subject to the provisions of this Fiscal Agent Agreement relating to book-entry Bonds, the registration of any Bond may, in accordance with its terms, be transferred upon the Bond Register by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Corporate Trust Office of the Fiscal Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Fiscal Agent and duly executed by the Bondowner or his or her duly authorized attorney. Bonds may be exchanged at the Principal Corporate Trust Office of the Fiscal Agent for a like aggregate principal amount and maturity of Bonds of other authorized denominations. The Fiscal Agent may charge the Bondowner any tax or other governmental charge required with respect to such transfer or exchange. The cost of printing the Bonds and any services rendered or expenses incurred by the Fiscal Agent in connection with any transfer or exchange thereof shall be paid by the District. Whenever any Bonds shall be surrendered for registration of transfer or exchange, the District shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond, for a like aggregate principal amount and maturity; provided, that the Fiscal Agent shall not be required to register transfers or make exchanges of (i) Bonds for a period of 15 days next preceding the date established by the Fiscal Agent for selection of the Bonds to be redeemed, or (ii) any Bonds chosen for redemption.

**Section 2.10. Mutilated, Lost, Destroyed or Stolen Bonds.** If any Bond shall become mutilated, the District shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor, date, maturity and amount in exchange and substitution for the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be destroyed and a certificate of destruction delivered to the District by the Fiscal Agent. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence is satisfactory to the Fiscal Agent and if an indemnity satisfactory to the Fiscal Agent shall be given, the District, at the expense of the Bondowner, shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and maturity, numbered and dated as such Fiscal Agent shall determine in lieu of and in substitution for the Bond so lost, destroyed or stolen. Any Bond issued under the provisions of this Section 2.10 in lieu of any Bond alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits hereof with all other Bonds secured hereby. The Fiscal Agent shall not treat both the original Bond(s) and any replacement Bond(s) as being Outstanding for the purpose of determining the principal amount of Bonds for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and replacement Bond(s) shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Bond for a Bond which has been mutilated, lost, destroyed or stolen, and which has matured

or been called for redemption, the Fiscal Agent may make payment with respect to such Bond upon receipt of an indemnity satisfactory to the Fiscal Agent.

**ARTICLE III  
CREATION OF FUNDS AND ACCOUNTS, APPLICATION OF  
PROCEEDS AND SPECIAL TAXES**

**Section 3.01. Funds and Accounts.** The following funds and accounts are hereby created and established and shall be maintained by the Fiscal Agent:

(a) Improvement Area No. 2002-1 of Community Facilities District No. 90-2 Administrative Expense Fund (“Administrative Expense Fund”);

(b) Improvement Area No. 2002-1 of Community Facilities District No. 90-2 Special Tax Fund (“Special Tax Fund”) in which there is established a Prepayment Account;

(c) Improvement Area No. 2002-1 of Community Facilities District No. 90-2 Bond Fund (“Bond Fund”) in which there is established an Interest Account and a Principal Account;

(d) Improvement Area No. 2002-1 of Community Facilities District No. 90-2 Reserve Fund (“Reserve Fund”);

(e) Improvement Area No. 2002-1 of Community Facilities District No. 90-2 Redemption Fund (“Redemption Fund”), in which there is established an Optional Redemption Account, Sinking Fund Redemption Account, and Mandatory Redemption Account;

(f) Improvement Area No. 2002-1 of Community Facilities District No. 90-2 Rebate Fund (“Rebate Fund”);

(g) Improvement Area No. 2002-1 of Community Facilities District No. 90-2 Costs of Issuance Fund (“Costs of Issuance Fund”); and

(h) Improvement Area No. 2002-1 of Community Facilities District No. 90-2 Surplus School Facilities Fund (“Surplus School Facilities Fund”).

The Fiscal Agent may establish additional accounts or subaccounts of the above-described funds and accounts as the Fiscal Agent shall deem necessary and prudent in furtherance of its duties pursuant to this Fiscal Agent Agreement or any Supplement upon written notification to, and consent by, the District.

For purposes of Government Code Section 53363.5, the foregoing funds and accounts, together with the Escrow Fund established under the Escrow Agreement, shall constitute the “Refunding Fund.” The District hereby determines that the arrangement of such funds and accounts, pursuant to the provisions hereof, is in the best interests of the Bond Owners and the District.



**Section 3.02. Disposition of 2013 Bond Proceeds; Transfers from Prior Bonds; Deposits to Escrow Fund.** The proceeds of the sale of the 2013 Bonds in the amount of \$\_\_\_\_\_ (computed as the principal amount of \$\_\_\_\_\_, [plus net original issue premium] [less net original issue discount] of \$\_\_\_\_\_, less Underwriter's discount of \$\_\_\_\_\_) shall be received by the Fiscal Agent and deposited as follows:

(a) \$\_\_\_\_\_ representing the Reserve Requirement as of the Delivery Date shall be deposited in the Reserve Fund;

(b) \$\_\_\_\_\_ shall be deposited in the Costs of Issuance Fund; and

(c) \$\_\_\_\_\_ shall be transferred to the Escrow Agent and deposited into the Escrow Fund and shall be applied as set forth in the Escrow Agreement.

**Transfer and Deposit of Certain Prior Bond Monies**

On the Delivery Date, \$\_\_\_\_\_ shall be transferred from the Administrative Expense Account under the 2003 Indenture and deposited to the Administrative Expense Fund hereunder and applied as set forth in Section 3.05 of this Fiscal Agent Agreement.

On the Delivery Date, \$\_\_\_\_\_ shall be transferred from the Special Tax Fund under the 2003 Indenture and deposited to the Special Tax Fund hereunder and applied as set forth in Section 3.03 of this Fiscal Agent Agreement.

On the Delivery Date, \$\_\_\_\_\_ shall be transferred from the Special Reserve Fund under the 2003 Indenture and transferred to the Surplus School Facilities Fund under this Agreement to be used in accordance with the terms of Section 3.12 of this Fiscal Agent Agreement.

**Transfer to the Escrow Fund**

On the Delivery Date, \$\_\_\_\_\_ shall be transferred from the Special Tax Fund under the 2003 Indenture and deposited to the Escrow Fund and applied as set forth in the Escrow Agreement.

On the Delivery Date, \$\_\_\_\_\_ shall be transferred from the Reserve Account of the Special Tax Fund under the 2003 Indenture and deposited to the Escrow Fund and applied as set forth in the Escrow Agreement.

Any additional monies on deposit under the Prior Bonds funds and accounts under the 2003 Indenture shall be deposited to the corresponding funds and accounts hereunder, or to the Escrow Fund, as directed by the transfer and deposit instructions to the 2003 Fiscal Agent. The Fiscal Agent may, at its discretion, establish temporary fund(s) or account(s) to facilitate the foregoing deposits.

**Section 3.03. Special Tax Fund.** The Special Taxes and other amounts constituting Gross Taxes collected by the District shall be transferred (exclusive of Prepaid Special Taxes received which shall be deposited into the Prepayment Account of the Special Tax Fund), no later than 10 days after receipt thereof, to the Fiscal Agent and shall be held in trust in the Special Tax Fund for the benefit of the Bondowners (exclusive of the Administrative Expense Requirement as set forth below) and shall, exclusive of the Prepaid Special Taxes, be transferred from the Special Tax Fund in the following order of priority:

(a) To the Administrative Expense Fund, an amount specified in writing by the District, up to the Administrative Expense Requirement.

(b) To the Interest Account of the Bond Fund an amount such that the balance in the Interest Account one Business Day prior to each Interest Payment Date shall be equal to the installment of interest due on the Bonds on said Interest Payment Date. Monies in the Interest Account shall be used for the payment of interest on the Bonds as the same become due.

(c) To the Principal Account of the Bond Fund, an amount up to the amount needed to make the principal payment due on the Bonds during the current Bond Year.

(d) To the Sinking Fund Redemption Account of the Redemption Fund an amount up to the amount needed to make the Mandatory Sinking Payments due on the Bonds during the current Bond Year.

(e) To the Reserve Fund, the amount, if any, necessary to replenish the Reserve Fund to the Reserve Requirement.

(f) Provided all the amounts due in the current Bond Year are funded under (b), (c), (d) and (e) above, to the extent there are additional Administrative Expenses, to the Administrative Expense Fund in the amount specified in writing by the District required to bring the balance therein to the amount needed pay such Administrative Expenses.

(g) Any remaining Special Taxes and other amounts constituting Gross Taxes shall remain in the Special Tax Fund, subject to the provisions of (h), below.

(h) Any remaining Special Taxes and other amounts constituting Gross Taxes, if any, shall remain in the Special Tax Fund until the end of the Bond Year. Any remaining funds in the Special Tax Fund, which are not required to cure a delinquency in the payment of principal and interest on the Bonds (including payment of Mandatory Sinking Payments due during the current Bond Year), to restore the Reserve Fund as provided for in (e), above, or to pay current or pending Administrative Expenses as provided for in (a) and (f), above, shall be deposited in the Surplus School Facilities Fund and used in accordance with Section 3.12 hereof and shall be free and clear of any lien thereon or pledge hereunder; provided, any funds which are required to cure any delinquency described above shall be retained in the Special Tax Fund and expended or transferred, at the earliest possible date, for such purpose.

At the date of the redemption, defeasance or maturity of the last Bond and after all principal and interest then due on any Bond has been paid or provided for, all other covenants are complied with and all fees and expenses of the Fiscal Agent have been paid, monies in the Special Tax Fund will be transferred to the District by the Fiscal Agent and may be used by the District for any lawful purpose under the District proceedings.

**Section 3.04. Prepayment Account of the Special Tax Fund.** Prepaid Special Taxes collected by the District (net of any costs of collection) shall be transferred, no later than 10 days after receipt thereof, to the Fiscal Agent and the District shall direct the Fiscal Agent to deposit the Prepaid Special Taxes in the Prepayment Account of the Special Tax Fund. The Prepaid Special Taxes shall be held in trust in the Prepayment Account for the benefit of the Bonds and shall be transferred by the Fiscal Agent to the Mandatory Redemption Account of the Redemption Fund to call Bonds on the next Interest Payment Date for which notice can be given in accordance with the special mandatory redemption provisions as set forth in Section 4.01(b). Monies representing the Prepaid Special Taxes shall be invested in accordance with Section 3.13 herein. Investment earnings on amounts in the Prepayment Account not needed to redeem the Bonds pursuant to special mandatory redemption provisions of Section 4.01(b) shall be transferred to the Special Tax Fund by the Fiscal Agent at the time of transfer of the Prepaid Special Taxes to the Redemption Fund.

**Section 3.05. Administrative Expense Fund.** Upon receipt of Gross Taxes and the written direction of the District, the Fiscal Agent shall transfer from the Special Tax Fund to the Administrative Expense Fund the amount that the District has determined, and of which the District has notified the Fiscal Agent in writing prior to such transfer date, will be necessary to bring the balance in the Administrative Expense Fund to equal the amount specified by the District as necessary to meet Administrative Expenses until the collection of Special Taxes in the next Fiscal Year, subject to the maximum limit of the Administrative Expense Requirement. Additional Administrative Expenses may be funded from additional deposits to the Administrative Expense Fund in accordance with Section 3.03(f) and this Section 3.05. Upon receipt of a duly executed payment request in substantially the form attached hereto as **Exhibit B**, the Fiscal Agent shall pay Administrative Expenses from amounts in the Administrative Expense Fund directly to the contractor or such other person, corporation or entity designated as the payee on such form, which payee may include the District, or shall reimburse the District for Administrative Expenses paid by the District, from such amounts. Monies in the Administrative Expense Fund shall not be construed as a trust fund for the benefit of the Bondowners and are not pledged for payment of the principal of, or interest or premium on, the Bonds, and are not subject to any Bondowners' lien.

Monies in the Administrative Fund shall be invested in accordance with the terms of Section 3.13 herein. Investment earnings on amounts in the Administrative Expense Fund, if any, shall be retained therein.

**Section 3.06. Bond Fund.**

(a) One Business Day prior to each Interest Payment Date, the Fiscal Agent shall withdraw from the Special Tax Fund, or the Reserve Fund in the event monies are unavailable in

the Special Tax Fund, and deposit in the Principal Account and the Interest Account of the Bond Fund established for the Bonds an amount equal to all of the principal and all of the interest due and payable on the Bonds on the ensuing Interest Payment Date, less amounts on hand in the Bond Fund available to pay principal and/or interest on such Bonds. The Fiscal Agent shall apply monies in the Interest Account and Principal Account to the payment of interest and principal, respectively, on the Bonds on each Interest Payment Date.

(b) Monies in the Bond Fund shall be invested in accordance with Section 3.13. All investment earnings and profits resulting from such investment shall be retained in the accounts established for the Bonds in the Bond Fund and used to pay principal of and interest on the Bonds. Upon final maturity of the Bonds and the payment of all principal of and interest on the Bonds, any monies remaining in the Bond Fund shall be transferred to the Special Tax Fund.

**Section 3.07. Reserve Fund.** There shall be maintained in the Reserve Fund an amount equal to the Reserve Requirement. Notwithstanding the foregoing, in the event of a redemption or partial defeasance of the Bonds, the Reserve Requirement shall thereafter be determined by the District and communicated to the Fiscal Agent in writing and any funds in excess of such re-determined Reserve Requirement shall be utilized as set forth in this Section 3.07. If Bonds are to be redeemed from prepayment of Special Taxes under Section 4.01(b) hereof, a proportionate amount in the Reserve Fund (determined on the basis of the principal amount of Bonds to be redeemed and the original aggregate principal of the Bonds, but not in excess of the amount of funds available as a result of the re-determination of the Reserve Requirement) will be applied to the redemption of the Bonds as provided in Section 3.04 and 4.01(b).

(a) Except as provided in the next paragraph with respect to certain investment earnings, monies in the Reserve Fund shall be used solely for the purpose of (i) making transfers to the Bond Fund or Redemption Fund to pay the principal of, including Mandatory Sinking Payments, and interest on Bonds when due to the extent that monies in the Interest Account and the Principal Account of the Bond Fund or monies in the Sinking Fund Redemption Account are insufficient therefor, (ii) making any required transfer to the Rebate Fund pursuant to Section 3.11 upon written direction from the District, (iii) making any transfers to the Bond Fund or Redemption Fund in connection with prepayments of the Special Taxes, (iv) paying the principal and interest due on the Bonds in the final Bond Year, and (v) application to the defeasance of such Bonds in accordance with Article IX. If the amounts in the Interest Account or the Principal Account of the Bond Fund and the Sinking Fund Redemption Account of the Redemption Fund are insufficient to pay the principal of, including Mandatory Sinking Payments, or interest on the Bonds when due, the Fiscal Agent shall, one Business Day prior to an Interest Payment Date, withdraw from the Reserve Fund for deposit in the Interest Account and the Principal Account of the Bond Fund, or the Sinking Fund Redemption Account of the Redemption Fund, monies necessary for such purpose. Following any transfer to the Interest Account or the Principal Account of the Bond Fund, or the Sinking Fund Redemption Account of the Redemption Fund, the Fiscal Agent shall notify the District of the amount needed to replenish the Reserve Fund to the Reserve Requirement and the District shall include such amount as is required at that time to correct such deficiency in the next Special Tax levy to the extent of the permitted maximum Special Tax rates.

Notwithstanding any provision herein to the contrary, monies in the Reserve Fund in excess of the Reserve Requirement (exclusive of Excess Investment Earnings) shall be withdrawn on each March 1 and transferred to the Interest Account of the Bond Fund, and any remaining excess shall be transferred to the Principal Account of the Bond Fund, or to the Sinking Fund Redemption Account of the Redemption Fund to the extent required to make any principal payment or Mandatory Sinking Payments on the next following September 1. The Fiscal Agent shall transfer Excess Investment Earnings from Reserve Fund earnings upon written direction of the District pursuant to Section 3.07 hereof. Monies in the Reserve Fund shall be invested in accordance with Section 3.13 hereof.

(b) Notwithstanding anything herein to the contrary, the Fiscal Agent shall transfer to the Reserve Fund, from available monies in the Special Tax Fund, the amount needed to restore the Reserve Fund to the Reserve Requirement as specified in Section 3.03. Monies in the Special Tax Fund shall be deemed available for transfer to the Reserve Fund only if such amounts will not be needed to make the deposit required to be made to the Interest Account and the Principal Account of the Bond Fund or the Sinking Fund Redemption Account of the Redemption Fund for the next Interest Payment Date.

**Section 3.08. Redemption Fund.**

(a) One Business Day prior to March 1 or September 1 of each Bond Year beginning March 1, 2014, after the deposits have been made to the Bond Fund as required by Section 3.06, the Fiscal Agent shall next transfer into the Sinking Fund Redemption Account of the Redemption Fund from the Special Tax Fund an amount equal to one-half of the Mandatory Sinking Payment due on September 1 of that Bond Year. Monies so deposited in the Sinking Fund Redemption Account of the Redemption Fund shall be used and applied by the Fiscal Agent to call and redeem the Bonds, in accordance with the provisions of Section 4.01(b) hereof.

(b) At least one Business Day prior to September 1 of each year, after making the deposits to the Bond Fund pursuant to Section 3.06 above and to the Sinking Fund Redemption Account of the Redemption Fund for Mandatory Sinking Payments then due pursuant to subparagraph (a) of this section, and after making any deposits to the Reserve Fund to bring its balance to the Reserve Requirement, the District may elect to deposit money to the Redemption Fund to call Bonds for optional redemption as set forth in Section 4.01(a). The Fiscal Agent, at the written direction of the District, shall transfer from the Special Tax Fund, or from other monies transferred by the District to the Fiscal Agent, and deposit in the Optional Redemption Account of the Redemption Fund monies available for the purpose and sufficient to redeem, at the premiums payable as provided in Section 4.01(a), the Bonds called for optional redemption.

Monies set aside in the Optional Redemption Account of the Redemption Fund shall be used solely for the purpose of redeeming the Bonds and shall be applied on or after the redemption date to the payment of principal of, interest and premium, if any, on the Bonds to be redeemed upon presentation and surrender of such Bonds.

(c) Prior to any special mandatory redemption pursuant to Section 4.01(b), the Fiscal Agent, at the direction of the District, shall deposit in the Mandatory Redemption Account of the

Redemption Fund monies from the Prepayment Account of the Special Tax Fund sufficient to redeem at the premiums, payable as provided in this Fiscal Agent Agreement or any Supplement, the Bonds designated in the notice of redemption. Monies set aside in the Mandatory Redemption Account shall be applied on the redemption date to the payment of, principal of, interest and premium, if any, on the Bonds to be redeemed upon presentation and surrender of such Bonds.

(d) If there are monies remaining in the Redemption Fund after any of the Bonds so designated for redemption have been redeemed and canceled or paid and canceled, such monies shall be transferred to the Special Tax Fund; provided that, if such monies are part of the proceeds of refunding bonds, such monies shall be transferred to the fund or account created for the payment of principal of and interest on such refunding bonds. Monies held in any account of the Redemption Fund and its accounts shall be invested in accordance with Section 3.11 hereof. Investment earnings on amounts in the Redemption Fund, if any, shall be retained therein.

**Section 3.09 Costs of Issuance Fund.** Monies in the Costs of Issuance Fund shall be disbursed from time to time to pay or reimburse Costs of Issuance. Upon receipt of a duly executed payment request in substantially the form attached hereto as **Exhibit C**, which may be in the form of a facsimile (confirmed promptly by original signature via first class mail), the Fiscal Agent shall pay the Costs of Issuance from amounts in the Costs of Issuance Fund directly to the District or other person, corporation or entity designated as the payee on such form. Any such amounts remaining in the Costs of Issuance Fund on a date six months from the Delivery Date shall be transferred to the Interest Account of the Bond Fund and applied in accordance with Section 3.06. The Fiscal Agent shall thereafter close the Costs of Issuance Fund. All investment earnings on amounts in the Costs of Issuance Fund shall be retained therein.

**Section 3.10. [Reserved.]**

**Section 3.11 Rebate Fund.**

(a) **Establishment.** At such time as monies are to be deposited therein, the Fiscal Agent shall establish a Rebate Fund and separate accounts therein for the 2013 Bonds and any Parity Bonds (as applicable) and shall maintain such fund and accounts for the Bonds. Absent an opinion of Bond Counsel delivered by the District to the Fiscal Agent that the exclusion from gross income for federal income tax purposes of interest on the Bonds will not be adversely affected, the District shall cause to be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to this Section 3.11 and the Tax Certificate. All money at any time deposited in the Rebate Fund shall be held by the Fiscal Agent in trust for payment to the United States Treasury. All amounts on deposit in the Rebate Fund shall be governed by this Section 3.11 and the Tax Certificate for such Bonds, unless and to the extent that the District delivers to the Fiscal Agent an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bonds will not be adversely affected if such requirements are not satisfied. Notwithstanding any other provision of this Fiscal Agent Agreement, the Fiscal Agent shall be deemed conclusively to have complied with this Section 3.11 and the Tax Certificate if it follows the directions set forth in any written directive of the District and shall be fully protected in so doing. The Fiscal Agent shall have no independent

responsibility to, or liability resulting from its failure to, enforce compliance by the District with the terms of this Section 3.11 or the Tax Certificate.

(1) Rebate Requirements. The following requirements shall be satisfied with respect to the Rebate Fund:

(i) Fifth Year Computation. Within 55 days of the end of the fifth Bond Year and every fifth Bond Year thereafter, the District shall calculate or cause to be calculated the amount of rebatable arbitrage, in accordance with Section 148(f)(2) of the Code and Section 1.148-3 of the Rebate Regulations, for this purpose treating the last day of the fifth Bond Year as a computation date, within the meaning of Section 1.148-1(b) of the Rebate Regulations (“Rebatable Arbitrage”). The District shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section 3.11.

(ii) Payment to the Treasury. The Fiscal Agent shall pay, as directed by written directive of the District, to the United States Treasury, out of amounts in the Rebate Fund:

(X) Not later than 60 days after the end of (A) the fifth Bond Year, and (B) each applicable fifth Bond Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage (as defined in the Tax Certificate) as set forth in a certificate of the District delivered to the Fiscal Agent calculated as of the end of such Bond Year; and

(Y) Not later than 60 days after the payment of all Bonds, an amount equal to 100% of the Rebatable Arbitrage as set forth in a certificate of the District delivered to the Fiscal Agent calculated as of the end of such applicable Bond Year, and any income attributable to the Rebatable Arbitrage, as set forth in a certificate of the District delivered to the Fiscal Agent computed in accordance with Section 148(f) of the Code.

In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate or cause to be calculated the amount of such deficiency and deposit with the Fiscal Agent an amount received from any legally available source equal to such deficiency prior to the time such payment is due. Each payment required to be made pursuant to this subsection (a)(1) shall be made to the Internal Revenue Service Center, Ogden, Utah 84207 or as otherwise permitted or required by the Regulations on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T (which form shall be completed and provided by the District to the Fiscal Agent), or shall be made in such other manner as provided under the Code, in each case as specified in a written request of the District delivered to the Fiscal Agent.

(b) Disposition of Unexpended Funds. Any funds remaining in the accounts of the Rebate Fund for the Bonds after redemption and payment of the Bonds and the payments of all amounts described in subsection (a)(1)(ii), shall be withdrawn by the Fiscal Agent upon written direction of the District and remitted to the District and utilized in any manner by the District.

(c) Survival of Defeasance. Notwithstanding anything in this Section 3.11 to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance of the Bonds.

(d) Modifications. Notwithstanding the foregoing, if the District shall obtain an opinion of Bond Counsel that any specified action under this Section 3.11 is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest with respect to the Bonds, the District and the Fiscal Agent may conclusively rely on such opinion in complying with the requirements hereunder, and the terms of this Section 3.11 shall be deemed modified to that extent.

**Section 3.12. Surplus School Facilities Fund.**

(a) The Surplus School Facilities Fund shall be funded from surplus Special Taxes transferred to the Surplus School Facilities Fund from the Special Tax Fund pursuant to Section 3.03(h); provided, prior to any such transfer to the Surplus School Facilities Fund, the Fiscal Agent shall check that the Reserve Requirement level will be met as of the first day of the next Bond Year (September 2), and will transfer any surplus Special Taxes for such purpose to the Reserve Fund, as applicable, prior to deposit in the Surplus School Facilities Fund. Monies on deposit in the Surplus School Facilities Fund are not pledged for payment of the principal of, or interest or premium on, the Bonds, and are not subject to any Bondowner’s lien.

(b) Monies in the Surplus School Facilities Fund may be used, at the option of the District and by the District pursuant to written direction of an Authorized Representative to the Fiscal Agent: for acquisition and/or construction of School Facilities; to make deposits to the Rebate Fund under Section 3.11 hereof for the purposes of paying rebatable arbitrage as and when such is due in accordance with the Tax Certificate and the Regulations; for the optional redemption of any of the Bonds under Section 4.01(a) of this Fiscal Agent Agreement; or, for deposit to the Interest and/or Principal Account of the Bond Fund under Section 3.06(a) for payment of principal of, including Mandatory Sinking Payments, or interest on the Bonds.

(c) Disbursements from the Surplus School Facilities Fund for expenditures on the School Facilities shall be made by the Fiscal Agent upon receipt of an Authorized Representative’s payment request form in substantially the form attached hereto as **Exhibit D.**

(d) Moneys on deposit in the Surplus School Facilities Fund shall be invested in Authorized Investments in accordance with Section 3.13. Monies in the Surplus School Facilities Fund are not subject to the rebate requirements set forth in this Fiscal Agent Agreement. Interest earnings and profits from such investment and deposit shall remain therein and be applied in the manner provided in subsection (b) above.

**Section 3.13. Investments.** The Fiscal Agent shall maintain separate books and records regarding the investment of monies in any of the funds, accounts or subaccounts established pursuant to this Fiscal Agent Agreement. Authorized Investments shall be deemed at all times to be a part of such funds, accounts or subaccounts. Any loss resulting from such Authorized Investments shall be charged to such funds, accounts or subaccounts. Subject to limitations set



forth in Section 5.02 of this Fiscal Agent Agreement, the limitations as to maturities set forth below and any additional limitations or requirements established by the District and consistent with the foregoing, the Fiscal Agent shall invest the amounts on deposit in all funds, accounts or subaccounts in Authorized Investments as directed in writing by the District, which may be in the form of a facsimile confirmed promptly in writing by mail, subject to the following restrictions:

(a) Monies in the Bond Fund shall be invested only in Authorized Investments which will by their terms mature as close as practicable to the date the monies therein will be needed for withdrawal, so as to ensure the payment of principal and interest on the Bonds as the same become due;

(b) Monies in the Reserve Fund shall be invested in Authorized Investments which provide liquidity needed to satisfy any calls on funds in the Reserve Fund, except in the case of guaranteed investment contracts which may have a longer term. Such liquidity shall provide that at least one half (1/2) of the monies in the Reserve Fund shall be available for draw in advance of any Interest Payment Date. Such Authorized Investments shall not have a final maturity of greater than three years (except for guaranteed investment agreements through which monies in the Reserve Fund may be invested for a longer period). No such investment shall mature later than 15 days prior to the final maturity of the Bonds;

(c) Monies in the Special Tax Fund, including the Prepayment Account, and in the Optional and Mandatory Redemption Accounts of the Redemption Fund shall be invested in Authorized Investments which will by their terms mature as close as practicable to the date the monies therein will be needed for withdrawal, so as to ensure the payment of principal, interest and redemption premium, if any, on the Bonds as the same become due or are redeemed;

(d) Monies in the Rebate Fund shall be invested only in Authorized Investments of the type described in clause (a) of the definition thereof which by their terms will mature, as nearly as practicable, on the dates such amounts are needed to be paid to the United States pursuant to Section 3.11;

(e) Monies in the Costs of Issuance Fund shall be invested in Authorized Investments which will by their terms mature as close as practicable to the date the District estimates the monies represented by the particular investment will be needed for withdrawal from such account or subaccount; and

(f) Monies in the Surplus School Facilities Fund may be invested in Authorized Investments which will, by their terms, mature as close as practicable to the date(s) the District estimates the monies represented by the particular investment will be needed for withdrawal.

Absent direction from the District, AND SUBJECT TO ANY LIMITATIONS ON INVESTMENT YIELD OR FURTHER INVESTMENT RESTRICTIONS SET FORTH IN THIS FISCAL AGENT AGREEMENT, the Fiscal Agent shall invest monies in any of the funds or accounts created by this Fiscal Agent Agreement solely in tax-exempt Authorized Investments described in clause (j) of the definition thereof. The Fiscal Agent shall sell or present for

redemption any Authorized Investments so purchased whenever it may be necessary to do so in order to provide monies to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Authorized Investment is credited. The Fiscal Agent may purchase or sell to itself or any affiliate, as principal or agent, such investments. For the purpose of determining at any given time the balance in any such fund or account, any Authorized Investments constituting a part of such funds or accounts shall be valued by the Fiscal Agent at the lower of cost or par value. Subject to Section 7.02, the Fiscal Agent shall not be responsible for any loss from any investment authorized pursuant to this Fiscal Agent Agreement. For investment purposes, the Fiscal Agent may commingle the funds and accounts established hereunder, but shall account for each separately. The Fiscal Agent will furnish the District periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, the District will not receive such confirmations to the extent permitted by law; provided, the Fiscal Agent shall provide records of such confirmation to the District upon District's written request.

#### **ARTICLE IV REDEMPTION OF BONDS**

##### **Section 4.01. Redemption of 2013 Bonds.**

(a) Optional Redemption. The 2013 Bonds maturing on or after September 1, 2024, may be redeemed prior to maturity at the option of the District on any date on or after September 1, 2023, in whole, or in part from such maturities as are selected by the District in writing in accordance with Section 4.02 hereof and by lot within a maturity, at redemption price equal to the principal amount of the 2013 Bonds to be redeemed, together with accrued interest to the date fixed for redemption, without premium.

In the event the District shall elect to redeem the 2013 Bonds as provided in this Section 4.01(a), the District shall give written notice to the Fiscal Agent of its election to so redeem, the redemption date and the principal amount of the 2013 Bonds to be redeemed. Such notice shall be given to the Fiscal Agent at least 45 but no more than 90 days prior to the redemption date unless such notice or time period is waived by Fiscal Agent.

(b) Special Mandatory Redemption from Prepaid Special Taxes. The 2013 Bonds are subject to special mandatory redemption prior to their stated maturities on any Interest Payment Date for which timely notice can be given, in whole or in part, from such maturities as are selected by the District in writing in accordance with Section 4.02 hereof, and by lot within a maturity, in integral multiples of \$5,000, from monies on deposit in the Prepayment Account of the Special Tax Fund that are transferred to the Mandatory Redemption Account of the Redemption Fund, at the redemption prices set forth below, which are expressed as a percentage of the principal amount thereof, together with accrued interest to the date fixed for redemption.

<b>Redemption Date</b>	<b>Redemption Price</b>
Any Interest Payment Date through March 1, 2021	103%
September 1, 2021, and March 1, 2022	102
September 1, 2022, and March 1, 2023	101
September 1, 2023, and any Interest Payment Date thereafter	100

(c) Mandatory Sinking Fund Redemption. The 20\_\_ Term Bond maturing on September 1, 20\_\_, is subject to mandatory redemption in part commencing on September 1, \_\_\_\_\_, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from Mandatory Sinking Payments as follows:

<b>Sinking Fund Redemption Date (September 1)</b>	<b>Principal Amount</b>
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20\_\_

In the event of a partial redemption of the 20\_\_ Term Bond pursuant to Section 4.01(a) or (b) hereof, Mandatory Sinking Payments for the 20\_\_ Term Bond set forth in this Section 4.01(c) shall be reduced, as nearly as practicable, on a pro rata basis, in integral multiples of \$5,000, pursuant to calculations made by the Fiscal Agent and approved in writing by the District.

**Section 4.02. Selection of Bonds for Redemption.** If less than all of the Outstanding Bonds are to be redeemed, Bonds within a single maturity shall be redeemed by lot in any manner that the Fiscal Agent deems appropriate. The portion of any such Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent shall treat such Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by \$5,000. In the event that Bonds are to be redeemed pursuant to Optional Redemption and Mandatory Sinking Fund Redemption on the same date, or Mandatory Redemption from Prepaid Special Taxes and Mandatory Sinking Fund Redemption on the same date, the Bonds to be redeemed pursuant to Mandatory Sinking Fund Redemption shall be selected first and Bonds to be redeemed pursuant to either Optional Redemption or Special Mandatory Redemption from Prepaid Special Taxes shall be selected thereafter.

The Fiscal Agent shall promptly notify the District of the Bonds, or portions thereof, selected for redemption by sending the District a copy of the notice required pursuant to Section 4.03 hereof.

Purchase in Lieu of Redemption. In lieu of, or partially in lieu of, any Optional Redemption or Special Mandatory Redemption from Prepaid Special Taxes, monies deposited in

an account of the Redemption Fund may be used to purchase the Outstanding Bonds that were to be redeemed with such funds in the manner hereinafter provided. Purchases of Outstanding Bonds may be made by the District prior to the selection of Bonds for redemption by the District and Fiscal Agent, at public or private sale as and when and at such prices as the District may in its discretion determine but only at prices (including brokerage or other expenses) not more than par plus accrued interest, and, in the case of funds in the Optional Redemption Account or the Mandatory Redemption Account, the applicable premium to be paid in connection with the proposed redemption. Any accrued interest payable upon the purchase of Bonds may be paid from the Interest Account of the Bond Fund for payment of interest on the next following Interest Payment Date.

**Section 4.03. Notice of Redemption.** When the Fiscal Agent shall receive notice from the District of its election to redeem Bonds, or when the Fiscal Agent is required to redeem Bonds, the Fiscal Agent shall give notice in the name of the District of the redemption of such Bonds. Such notice of redemption shall: (a) specify the CUSIP numbers and serial numbers of the Bonds selected for redemption, except that where all the Bonds or all Bonds of a single maturity are subject to redemption, the serial numbers thereof need not be specified; (b) state the original issue date, the interest rate and the maturity date of the Bond selected for redemption; (c) state the date fixed for redemption; (d) state the redemption price; (e) state the place or places where the Bonds are to be redeemed; and (f) in the case of Bonds to be redeemed only in part, state the portion of such Bond which is to be redeemed. Such notice shall further state that, on the date fixed for redemption, there shall become due and payable on each Bond or portion thereof called for redemption the principal thereof, together with any premium, and interest accrued to the redemption date, and that, from and after such date, interest thereon shall cease to accrue and be payable. At least 30 days but no more than 60 days prior to the redemption date, the Fiscal Agent shall mail by first class mail a copy of such notice, postage prepaid, to the respective Owners thereof at their addresses appearing on the Bond Register. The actual receipt by the Owner of any Bond of notice of such redemption shall not be a condition precedent thereto, and neither failure to receive such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such Bond, or the cessation of interest on the redemption date. A certificate by the Fiscal Agent that notice of such redemption has been given as herein provided shall be conclusive as against all parties, and it shall not be open to any Owner to show that he or she failed to receive notice of such redemption.

Additional Notice. In addition to the foregoing notice, further notice shall be given by the Fiscal Agent as set out below, but neither defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

1. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the date of issue of the Bonds as originally issued; (ii) the rate of interest borne by each Bond being redeemed; and (iii) any other descriptive information needed to identify accurately the Bonds being redeemed.

2. Each further notice of redemption shall be sent at least 30 days before the redemption date to the Depository and, upon written request of the District, to any other

registered Depository then in the business of holding substantial amounts of obligations of types comprising the Bonds and to the National Information Service or at the request of the District, any other information services that disseminate notice of redemption of obligations such as the Bonds.

Upon the payment of the redemption price of any Bonds being redeemed, each check or other transfer of funds issued to a registered securities depository for such purpose shall bear the CUSIP number identifying, by issue and maturity, or otherwise be identified to the satisfaction of such Depository and the Fiscal Agent, the Bonds being redeemed with the proceeds of such check or other transfer.

**Section 4.04. Partial Redemption of Bonds.** Upon surrender of any Bond, to be redeemed in part only, the District shall execute and the Fiscal Agent shall authenticate and deliver to the Bondowner, at the expense of the District, a new Bond or Bonds of authorized denominations equal in aggregate principal amount and maturity to the unredeemed portion of the Bond surrendered.

**Section 4.05. Effect of Notice and Availability of Redemption Money.** Notice of redemption having been duly given, as provided in Section 4.03, and the amount necessary for the redemption having been made available for that purpose and being available therefor on the date fixed for such redemption:

(1) the Bonds, or portions thereof, designated for redemption shall, on the date fixed for redemption, become due and payable at the redemption price thereof as provided in this Fiscal Agent Agreement, anything in this Fiscal Agent Agreement, or in the Bonds, to the contrary notwithstanding;

(2) upon presentation and surrender thereof at the Principal Corporate Trust Office of the Fiscal Agent, or such other location as may be designated by the Fiscal Agent, such Bond shall be redeemed at the said redemption price;

(3) from and after the redemption date, the Bonds or portions thereof so designated for redemption shall be deemed to be no longer Outstanding and such Bonds or portions thereof shall cease to bear further interest; and

(4) from and after the date fixed for redemption, no Owner of any of the Bonds or portions thereof so designated for redemption shall be entitled to any of the benefits of this Fiscal Agent Agreement, or to any other rights, except with respect to payment of the redemption price and interest accrued to the redemption date from the amounts so made available.

**Section 4.06. Contingent Redemption; Rescission.** Any notice of optional redemption may specify that redemption of the Bonds designated for redemption on the specified date will be subject to the receipt by the District and/or the Fiscal Agent, as applicable, of moneys sufficient to cause such redemption, and neither the District nor the Fiscal Agent will have any liability to the Owners of any Bonds, or any other party, as a result of the District's failure to redeem the Bonds designated for redemption as a result of insufficient moneys therefor.

Any notice of redemption under 4.01(a) may be cancelled and annulled if for any reason funds are not, or will not, be available on the date fixed for redemption for the payment in full of the Bonds then called for redemption. Such cancellation and annulment is not a default under this Fiscal Agent Agreement. The District will not have any liability to the Bondowners, or any other party, as a result of the District's failure to redeem the Bonds designated for redemption as a result of insufficient monies therefore.

Additionally, the District may rescind any optional redemption of the Bonds, and notice thereof, for any reason on any date prior to the date fixed for such redemption by causing written notice of the rescission to be given to the Owners of the Bonds so called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the Owner of any Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission. Neither the District nor the Fiscal Agent shall have any liability to the Owners of any Bonds, or any other party, as a result of the District's decision to rescind redemption of any Bonds pursuant to the provisions of this subsection.

## **ARTICLE V COVENANTS AND WARRANTY**

**Section 5.01. Warranty.** The District shall preserve and protect the security of the Bonds and the rights of the Owners and warrant and defend their rights against all claims and demands of all persons.

**Section 5.02. Covenants.** So long as any of the Bonds issued hereunder are Outstanding and unpaid, the District makes the following covenants with the Owners under the provisions of the Act and this Fiscal Agent Agreement and all Supplements (to be performed by the District or its proper officers, agents or employees), which covenants are necessary, convenient and desirable to secure the Bonds; provided, however, that said covenants do not require the District to expend any funds or monies other than the Net Taxes or any monies deposited in the funds and accounts created hereunder and legally available therefor.

**Covenant 1. Punctual Payment.** The District will duly and punctually pay, or cause to be paid, the principal of and interest on every Bond issued hereunder, together with the premium thereon, if any be payable, on the date, at the place and in the manner mentioned in the Bonds and in accordance with this Fiscal Agent Agreement and any Supplement to the extent Net Taxes are available therefor, and that the payments into the Bond Fund and the Reserve Fund will be made, all in strict conformity with the terms of the Bonds and this Fiscal Agent Agreement, and that it will faithfully observe and perform all of the conditions, covenants and requirements of this Fiscal Agent Agreement and any Supplement and of the Bonds issued hereunder, and that time of such payment and performance is of the essence of the District's contract with the Bondowners.

Covenant 2. Levy and Collection of Special Taxes. Subject to the maximum Special Tax rates, the District will comply with all requirements of the Act so as to assure the timely collection of the Special Taxes, including without limitation, the enforcement of delinquent Special Taxes. The District shall fix and levy the amount of Special Taxes within Improvement Area No. 2002-1 required for the payment of principal of and interest on Outstanding Bonds becoming due and payable during the ensuing year including any necessary replenishment or expenditure of the Reserve Fund for the Bonds, an amount equal to the Administrative Expense Requirement and any additional amounts necessary for expenses incurred in connection with administration or enforcement of delinquent Special Taxes.

On or before each June 1, commencing June 1, 2014, the Fiscal Agent shall provide a written notice to the District stating the amounts then on deposit in the various funds and accounts established by this Fiscal Agent Agreement. The receipt of such notice by the District shall in no way affect the obligations of the District under the following paragraphs. Upon receipt of a copy of such notice, the District shall communicate with the Orange County Treasurer-Tax Collector or other appropriate official of the County of Orange to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year.

The District shall retain an Independent Financial Consultant to assist in the levy of the Special Taxes each Fiscal Year, commencing Fiscal Year 2013-2014, in accordance with the Ordinance, such that the computation of the levy is complete before the final date on which the Orange County Treasurer-Tax Collector will accept the transmission of the Special Tax amounts for the parcels within Improvement Area No. 2002-1 for inclusion on the next secured tax roll. Upon the completion of the computation of the amounts of the levy, and approval by the Legislative Body, the District shall prepare or cause to be prepared, and shall transmit to the Orange County Treasurer-Tax Collector, such data as the Orange County Treasurer-Tax Collector requires to include the levy of the Special Taxes on the next secured tax roll.

The Special Taxes shall be payable and collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property; provided, the Legislative Body may provide for direct collection of the Special Taxes in certain circumstances.

In order to determine if there are delinquencies with respect to the payment of the Special Taxes, no later than February 25 and June 25 in every year (each a "reconciliation date") commencing February 25, 2014, the District shall reconcile or cause to be reconciled the amount of Special Taxes levied to the amount of Special Taxes theretofore reported by the County as paid and received. No later than 45 days after the reconciliation date, commencing on the first reconciliation date in 2014, the District shall send or cause to be sent a notice of delinquency to all property owners reported to be delinquent in the payment of the Special Taxes as of the reconciliation date.

The fees and expenses of the Independent Financial Consultant retained by the District to assist in computing the levy of the Special Taxes hereunder and any reconciliation of amounts levied to amounts received, as well as the costs and expenses of the District (including a charge for District staff time) in conducting its duties hereunder, shall be an Administrative Expense hereunder.

Covenant 3. Commence Foreclosure Proceedings. The District covenants for the benefit of the Owners of the Bonds that it (i) will commence judicial foreclosure proceedings against parcels with delinquent Special Taxes in excess of \$5,000 by the October 1 following the close of each Fiscal Year in which such Special Taxes were due and (ii) will commence judicial foreclosure proceedings against all parcels with delinquent Special Taxes by the October 1 following the close of each Fiscal Year in which it receives Special Taxes in an amount which is less than 95% of the total Special Tax levied or the amount on deposit in the Reserve Account of the Special Tax Fund is at less than its required balance, and (iii) will diligently pursue such foreclosure proceedings until the delinquent Special Taxes are paid; provided that, notwithstanding the foregoing and provided that the County of Orange is then including the Improvement Area No. 2002-1 in the County's "Teeter Plan" method of apportionment and distribution of community facilities district special taxes, the District may elect to defer foreclosure proceedings on any parcel which is owned by a delinquent property owner whose property is not, in the aggregate, delinquent in the payment of Special Taxes in excess of \$25,000 so long as (1) the amount in the Reserve Fund of the Special Tax Fund is at least equal to the Reserve Requirement, and (2) with respect to the Bonds, the District is not in default in the payment of the principal of or interest on the Bonds. The District may, but shall not be obligated to, advance funds from any source of legally available funds in order to maintain the Reserve Fund of the Special Tax Fund at the Reserve Requirement or to avoid a default in payment on the Bonds.

The District covenants that it will deposit the net proceeds of any foreclosure in the Special Tax Fund and will apply such proceeds remaining after the payment of Administrative Expenses, up to the Administrative Expense Requirement, to make current payments of principal and interest on the Bonds, to bring the amount on deposit in the Reserve Fund up to the Reserve Requirement, and to pay any delinquent installments of principal or interest due on the Bonds.

Covenant 4. Against Encumbrances. The District will not encumber, pledge or place any charge or lien upon any of the Net Taxes or other amounts pledged to the Bonds superior to, or on a parity with, the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Fiscal Agent Agreement.

Covenant 5. Modification of Maximum Authorized Special Tax. The District covenants that no modification of the maximum authorized Special Taxes in Improvement Area No. 2002-1 shall be approved by the District unless it is confirmed in writing, by an Independent Financial Consultant, that, immediately subsequent to such modifications the amount of the maximum Special Taxes on Developed Property (as defined in the Rate and Method), pursuant to the Act and the applicable resolutions and ordinances of the District is at least 1.10 times Maximum Annual Debt Service plus Administrative Expenses on all Outstanding Bonds.



The District further covenants that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIIC of the California Constitution, which purports to reduce or otherwise alter the maximum authorized Special Taxes, it will, to the extent of available District funds therefore, commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding paragraph.

Covenant 6. Protection of Security and Rights of Owners. The District will preserve and protect the security of the District and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the District, the Bonds shall be incontestable by the District.

Covenant 7. Reserved.

Covenant 8. Books and Accounts. The District will keep, or cause to be kept, proper books of records and accounts, separate from all other records and accounts of the Bonds, in which complete and correct entries shall be made of all transactions relating to the Bonds, the levy of the Special Tax and the deposits to the Special Tax Fund including the Prepayment Account. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent (who shall have no duty to inspect) or of the Owners of not less than 10% of the principal amount of the Bonds then Outstanding or their representatives authorized in writing.

Covenant 9. Tax Covenant. The District hereby covenants and represents that until the last Bonds shall have been fully paid or redeemed, the District will comply with all requirements of the Tax Certificate, the Code and all applicable Regulations, such that the interest on the Bonds will remain excluded from gross income for federal income tax purposes.

Covenant 10. Additional Tax Covenants. The District hereby covenants, without limiting the generality of Covenant 9, that:

(a) the District will make no use of the proceeds of the Bonds or the School Facilities or other public facilities refinanced with the proceeds of the Bonds, which at any time will cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and applicable Regulations;

(b) the District will ensure that the payment of principal and interest on the Bonds shall not be directly or indirectly guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof) and no portion of the monies contained in any of the funds or accounts created herein shall be (i) used in making loans guaranteed by the United States (or any agency or instrumentality thereof); (ii) invested directly or indirectly in deposits or accounts insured by the Federal Deposit Insurance Corporation, National Credit Union Administration or any other similar federally chartered corporation; (iii) otherwise invested directly or indirectly in obligations guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof); except (a) investment of amounts held in the Reserve Fund, or other reserve funds satisfying Section 148(d) of the Code; (b) investment of amounts held in the

Special Tax Fund, Bond Fund and other bona fide debt service funds; (c) for investments in obligations issued by the United States Treasury; (d) for investments in obligations guaranteed by the Federal National Mortgage Association, Government National Mortgage Association or Federal Home Loan Mortgage Corporation; or, (e) investments permitted under Regulations issued pursuant to Section 149(b)(3)(B) of the Code;

(c) the District will ensure that no portion of the monies contained in any of the funds or accounts created herein, or any of the School Facilities or other public facilities funded from proceeds of the Prior Bonds, shall be used so as to cause any of the Bonds to meet the “private activity bond” tests of Section 141 of the Code and any Regulations issued thereunder;

(d) the District agrees that there shall be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and the applicable Regulations and this Fiscal Agent Agreement (including, but not limited to, Section 3.10 hereof) and any further documents executed in connection with the Bonds. This covenant shall survive payment in full or defeasance of the Bonds. The District specifically covenants to pay or cause to be paid to the United States at the times and in the amounts determined above the amounts required to be so paid by this Fiscal Agent Agreement and further documents executed in connection with the Bonds, the Code and the Regulations;

(e) the District (i) shall neither invest Gross Proceeds nor cause Gross Proceeds to be invested in Nonpurpose Investments if the Yield on such Nonpurpose Investments would be less than the Yield that would have resulted in an arm’s length transaction; (ii) will not sell or otherwise dispose of or cause to be sold or otherwise disposed of Nonpurpose Investments if such sale or disposition would result in a smaller profit or larger loss than would have resulted from a sale at fair market value arrived at in an arm’s length transaction; and (iii) shall keep a detailed accounting of all transactions contemplated under this Fiscal Agent Agreement or in any way relating to the receipt or disbursement of any of the Gross Proceeds of the Bonds for a period of six years after the later of the date of payment of all Excess Investment Earnings to the United States or the date the District disburses the last of the Gross Proceeds of the Bonds; and

(f) notwithstanding any provision of this Fiscal Agent Agreement, if the District shall provide to the Fiscal Agent an opinion of Bond Counsel that any specified action required under this Fiscal Agent Agreement is no longer required or that some further or different action is required to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds, the Fiscal Agent may conclusively rely on such opinion in complying with the requirements of this Fiscal Agent Agreement, and the covenants hereunder shall be deemed to be modified to that extent notwithstanding the provisions of Article VI hereof.

Covenant 11. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the obligations and covenants under this Fiscal Agent Agreement and any Supplement, and for the better assuring and confirming

unto the Owners of the rights and benefits provided in this Fiscal Agent Agreement and in any Supplement.

Covenant 12. Additional Opinion(s). The District will not make any change in requirements or procedures or take any action, as to which change or action this Fiscal Agent Agreement or related documents require an opinion of Bond Counsel, unless it obtains an opinion of Bond Counsel to the effect that (a) interest on the Bonds was excluded from gross income for federal income tax purposes from their date of issuance until the date of such change, assuming compliance with the covenants in this Fiscal Agent Agreement as they were in effect prior to the change (except that such opinion need not be given as to any interest for which a similar opinion has previously been given and remains in effect subsequent to such change), and (b) assuming continued compliance by the District with the covenants as changed, interest on the Bonds is excluded from gross income for purposes of federal income taxation.

Covenant 13. Tender of Bonds. The District will not, in collecting the Special Taxes or in processing any such judicial foreclosure proceedings, exercise any authority which it has pursuant to Sections 53340, 53344.1, 53356.1 and 53356.5 of the California Government Code in any manner which would be inconsistent with the interests of the Owners and, in particular, will not permit the tender of Bonds in full or partial payment of Special Taxes except upon receipt of a certificate of an Independent Financial Consultant that to accept such tender will not result in the District having insufficient Net Taxes to pay the principal of and interest on the Bonds remaining Outstanding following such tender.

Covenant 14. [Reserved.]

Covenant 15. Annual Reports.

(a) Annual Reports to the California Debt and Investment Advisory Commission. Not later than October 30 of each year, commencing October 30, 2013, and until the October 30 following the final maturity of the Bonds, the District shall supply to the California Debt and Investment Advisory Commission the information required to be provided thereto pursuant to Section 53359.5(b) of the Act. Such information shall be made available to any Owner upon written request to the District accompanied by a fee determined by the District to pay the costs of the District in connection therewith. The District shall in no event be liable to any Owner or any other person or entity in connection with any error in any such information.

(b) If at any time the Fiscal Agent fails to pay principal or interest due on any scheduled payment date for the Bonds, or if funds are withdrawn from the Reserve Fund to pay principal or interest on the Bonds, the Fiscal Agent shall notify the District in writing of such failure or withdrawal, and the District shall notify the California Debt and Investment Advisory Commission of such failure or withdrawal within 10 days of the failure to make such payment or the date of such withdrawal.

(c) The reporting requirements of this Covenant 15 shall be amended from time to time, without action by the District or the Fiscal Agent to reflect any amendments to Section 53359.5(b) or Section 53359.5(c) of the Act. The District shall provide the Fiscal Agent

with a copy of any such amendment. Notwithstanding the foregoing, any such amendment shall not, in itself, affect the District's obligations under any continuing disclosure documentation relating to the Bonds.

(d) None of the District, its officers, agents, employees or Authorized Representatives, or the Fiscal Agent, shall be liable to any person or party for any inadvertent error in reporting the information contained in this Covenant 15.

**Section 5.03. Continuing Disclosure Covenant.** The District hereby covenants and agrees that it will comply with and carry out all of its obligations under the Continuing Disclosure Certificate. Notwithstanding any other provision of this Fiscal Agent Agreement, failure of the District to comply with its obligations under the Continuing Disclosure Certificate shall not be considered an event of default under this Fiscal Agent Agreement, and the sole remedy, in the event of any failure of the District to comply with the Continuing Disclosure Certificate, shall be an action to compel performance thereof. The Fiscal Agent shall, at the written request of any Participating Underwriter or the Owners of at least 25% aggregate principal amount of Outstanding Bonds and upon receipt of reasonable indemnification acceptable to it, or any Bondowner or Beneficial Owner may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Covenant. For purposes of this Section, "Beneficial Owners" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the Owner of any Bonds for federal income tax purposes.

## **ARTICLE VI AMENDMENTS TO FISCAL AGENT AGREEMENT**

**Section 6.01. Supplemental Agreement or Amendments.** The District may from time to time, and at any time, without notice to or consent of any of the Owners, adopt Supplements hereto for any of the following purposes:

(a) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein or therein, or to make any other provision with respect to matters or questions arising under this Fiscal Agent Agreement, or in any Supplement, provided that such action shall not materially adversely affect the interests of the Bondowners;

(b) to add to the covenants and agreements of and the limitations and the restrictions upon the District contained in this Fiscal Agent Agreement which are not contrary to or inconsistent with this Fiscal Agent Agreement as theretofore in effect;

(c) to modify, alter, amend or supplement this Fiscal Agent Agreement in any other respect which is not materially adverse to the Bondowners including, but not limited to, providing for the rating or insuring of any of the Bonds; and

(d) to provide for the issuance of Parity Bonds in accordance with the terms of this Fiscal Agent Agreement.

Exclusive of amendments supplemental hereto covered by the first paragraph of this Section 6.01, the Owners of not less than 60% in aggregate principal amount of the Bonds then Outstanding shall have the right to consent to and approve the adoption by the District of such amendments or orders supplemental hereto as shall be deemed necessary or desirable by the District for the purpose of waiving, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Fiscal Agent Agreement; provided, however, that nothing herein shall permit, or be construed as permitting, (a) an extension of the maturity date of the principal of, or the payment date of interest on, any Bonds, (b) a reduction in the principal amount of, or redemption premium on, any Bonds or the rate of interest thereon, (c) a preference or priority of any Bonds over any other Bonds, or (d) a reduction in the aggregate principal amount of the Bonds the Owners of which are required to consent to such Supplement, without, in the case of (a) or (b), the consent of the affected Owner, or, in the case of (c) or (d), the consent of the Owners of all Bonds then Outstanding.

Copies of any modification or amendment to this Fiscal Agent Agreement or any other related document shall be sent to Standard & Poor's at least 10 days prior to the effective date thereof.

**Section 6.02. Supplements Requiring Owner Consent.** If at any time the District shall desire to adopt a Supplement hereto which, pursuant to the terms of this Section 6.02, shall require the consent of the Owners, the District shall so notify the Fiscal Agent and shall deliver to the Fiscal Agent a copy of the proposed Supplement to be mailed, postage prepaid, to all Owners at their addresses as they appear in the Bond Register. Such notice shall briefly set forth the nature of the proposed Supplement and shall state that a copy thereof is on file at the Principal Corporate Trust Office of the Fiscal Agent for inspection by all Owners. The failure of any Owner to receive such notice shall not affect the validity of such Supplement when consented to and approved as provided in this Section 6.02. Whenever at any time within one year after the date of the first mailing of such notice the Fiscal Agent shall receive an instrument or instruments purporting to be executed by the Owners of not less than 60% in aggregate principal amount of the Bonds then Outstanding affected by such Supplement, which instrument or instruments shall refer to the proposed Supplement described in such notice, and shall specifically consent to and approve the adoption thereof by the District substantially in the form of the copy thereof referred to in such notice as on file with the Fiscal Agent, such proposed Supplement, when duly adopted by District, shall thereafter become a part of the proceedings for the issuance of the Bonds as referred to in Section 10.03. In determining whether the Owners of 60% of the aggregate principal amount of the Bonds affected by such Supplement have consented to the adoption of any Supplement, Bonds which the Fiscal Agent knows are owned by the District or by any person directly or indirectly controlling or controlled by or under the direct or indirect common control with the District, shall be disregarded and shall be treated as though they were not Outstanding for the purpose of any such determination.

Upon the adoption of any Supplement hereto and the receipt of consent to any such amendment from the Owners of the appropriate aggregate principal amount of Bonds in

instances where such consent is required pursuant to the provisions of this Section 6.02, this Fiscal Agent Agreement shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Fiscal Agent Agreement of the District and all Owners of Bonds then Outstanding affected thereby shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments. Notwithstanding anything herein to the contrary, no Supplement shall be entered into which would modify the duties of the Fiscal Agent hereunder, without the prior written consent of the Fiscal Agent.

**ARTICLE VII  
FISCAL AGENT**

**Section 7.01. Fiscal Agent.**

(a) Initial Appointment of Fiscal Agent. U.S. Bank National Association is the initial Fiscal Agent for the Bonds.

(b) Duties of Fiscal Agent. The Fiscal Agent is hereby authorized to and shall make interest payments to the Owners, select Bonds for redemption pursuant to the terms of this Fiscal Agent Agreement, give notice of meetings of Owners, maintain the Bond Register and maintain and administer the funds and accounts established pursuant to this Fiscal Agent Agreement, and perform all other acts authorized or directed of the Fiscal Agent by this Fiscal Agent Agreement. The Fiscal Agent is hereby authorized to pay from the Net Taxes, or from amounts in accounts or funds as provided in this Fiscal Agent Agreement, the principal and premium, if any of on the Bonds when the same are duly presented to it for payment at maturity, to provide for the registration of transfer and exchange of Bonds presented to it for such purposes, to provide for the cancellation of Bonds, all as provided in this Fiscal Agent Agreement, and to provide for the authentication of Bonds, and shall perform all other duties assigned to or imposed on it as provided in this Fiscal Agent Agreement. The Fiscal Agent shall keep accurate records of all funds administered by it and all Bonds paid and discharged by it.

(c) Removal or Resignation and Replacement of Fiscal Agent and Appointment of Successor. The Fiscal Agent initially appointed, and any successor thereto, may be removed by the District upon 30 days' prior written notice except during the continuance of an event of default and a successor or successors may be appointed. So long as any Bonds are Outstanding and unpaid, the Fiscal Agent and any successor or successors thereto shall continue to be the Fiscal Agent of the Bonds for all of said purposes.

The Fiscal Agent may at any time resign by giving 60 days' written notice of such resignation by mail to the District and to the Bondowners at the address shown on the Bond Register. Upon receiving notice of such resignation, the District shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent and appointment of a successor Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

A successor Fiscal Agent appointed by the District shall be a bank, corporation or trust company located in or organized under the laws of the State and subject to examination by federal or state authority, having capital stock and surplus aggregating at least \$75,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Fiscal Agent Agreement. Such successor Fiscal Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District a written acceptance thereof. Resignation or removal of the Fiscal Agent shall be effective only upon appointment and acceptance of a successor Fiscal Agent.

If the District does not appoint a successor within 60 days following the giving of any notice of removal or receipt of any notice of resignation, the removed or resigning Fiscal Agent or any Owner on behalf of himself and all other Owners may petition any appropriate court having jurisdiction to appoint a successor Fiscal Agent.

Any company or association into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company or association to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided that such company or association shall be eligible under this Section 7.01(c), shall be the successor to the Fiscal Agent and vested with all of the title to the trust estate and all of the trust, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding. All costs associated with the Fiscal Agent's merger or consolidation with another bank, corporation or trust company shall be paid by the successor Fiscal Agent. No expense resulting from such merger or consolidation shall be billed to the District.

**Section 7.02. Liability of Fiscal Agent.** The recitals of fact and all promises, covenants and agreements contained herein and in the Bonds shall be taken as statements, promises, covenants and agreements of the District, and the Fiscal Agent assumes no responsibility for the correctness of the same and makes no representations as to the validity or sufficiency of this Fiscal Agent Agreement or of the Bonds, and shall incur no responsibility in respect thereof, other than in connection with its duties or obligations herein or in the Bonds or in the certificate of authentication of the Fiscal Agent. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

No provision in this Fiscal Agent Agreement shall require the Fiscal Agent to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, including, but not limited to, the payment of principal of, premium, if any, or interest on the Bonds.

The Fiscal Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, facsimile transmission, electronic mail, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Fiscal Agent may consult with counsel authorized by the District with regard to legal questions arising from the terms set forth in this Fiscal Agent Agreement, and the written

opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered hereunder in good faith and in accordance therewith.

The District agrees to pay the Fiscal Agent compensation for its services and to reimburse the Fiscal Agent for all its fees and expenses. The District further agrees to indemnify and hold the Fiscal Agent harmless from any loss, liability or expense, including attorneys' fees, not arising from the Fiscal Agent's negligence or willful misconduct, which the Fiscal Agent may incur in the exercise and performance of its duties hereunder. The rights to compensation, reimbursement and indemnity in this paragraph shall survive the satisfaction or defeasance of the Bonds and resignation or removal of the Fiscal Agent hereunder.

The District and the Fiscal Agent may treat the Owner of the Bonds whose name appears on the Bond Register as the absolute Owner of the Bonds for any and all purposes, and the Bonds and the Fiscal Agent shall not be affected by any notice to the contrary. The District and the Fiscal Agent may rely on the address of the Owner as it appears in the Bond Register for any and all purposes. It shall be the duty of the Owner to give written notice to the Fiscal Agent of any change in the Owner's address so that the Bond Register may be revised accordingly.

The Fiscal Agent shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Fiscal Agent, or exercising any trust or power conferred upon the Fiscal Agent under this Fiscal Agent Agreement. The permissive right of the Fiscal Agent to do things enumerated in this Fiscal Agent Agreement shall not be construed as a duty.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Fiscal Agent Agreement at the request, order or direction of any of the Owners pursuant to the provisions of this Fiscal Agent Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses, and liabilities which may be incurred therein or thereby.

The Fiscal Agent makes no representation or warranty, express or implied as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose for the use contemplated by the District or the School District of the School Facilities. In no event shall the Fiscal Agent be liable for incidental, indirect, special or consequential damages in connection with or arising from this Fiscal Agent Agreement for the existence, furnishing or use of the School Facilities.

The Fiscal Agent shall have no responsibility with respect to any information, statement or recital whatsoever in any official statement, offering memorandum or other disclosure material prepared or distributed with respect to the Bonds. The Fiscal Agent shall not be deemed to have knowledge of any event of default unless and until the officer at the Fiscal Agent's corporate trust office responsible for the administration of its duties hereunder shall have actual knowledge thereof or the Fiscal Agent shall have received written notice thereof at its corporate



trust office. Whenever in the administration of the duties imposed upon it by this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a written certificate of the District, and such written certificate shall be full warrant to the Fiscal Agent for any action taken or suffered in good faith under the provisions of this Fiscal Agent Agreement in reliance upon such written certificate, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

## **ARTICLE VIII EVENTS OF DEFAULT, REMEDIES**

**Section 8.01. Events of Default.** Any one or more of the following events shall constitute an “event of default:”

(a) default in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, at maturity as therein expressed;

(b) default in the due and punctual payment of the interest on any Bond when and as the same shall become due and payable; or

(c) default by the District in the observance of any of the other agreements, conditions or covenants on its part in this Fiscal Agent Agreement or in the Bonds, and the continuation of such default for a period of 30 days after the District shall have been given notice in writing of such default by the Fiscal Agent, provided that if within 30 days the District has commenced curing of the default and diligently pursues elimination thereof, such period shall be extended to permit such default to be eliminated; provided, any noncompliance with the terms of Section 5.03 shall not be an event of default under this Article VIII.

**Section 8.02. Remedies of Owners.** Following the occurrence of an event of default, any Owner shall have the right for the equal benefit and protection of all Owners similarly situated:

(a) by mandamus or other suit or proceeding at law or in equity to enforce his or her rights against the District and any of the members, officers and employees of the District, and to compel the District or any such members, officers or employees to perform and carry out their duties under the Act and their agreements with the Owners as provided in this Fiscal Agent Agreement;

(b) by suit in equity to enjoin any actions or things which are unlawful or violate the rights of the Owners; or

(c) upon the happening of an event of default (as defined in Section 8.01), by a suit in equity to require the District and its members, officers and employees to account as the trustee of an express trust.

Nothing in this Article VIII or in any other provision of this Fiscal Agent Agreement, or in the Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the interest on and principal of the Bonds to the respective Owners of the Bonds at the respective dates of maturity, as herein provided, out of the Net Taxes pledged for such payment, or affect or impair the right of action, which is also absolute and unconditional, of such Owners to institute suit to enforce such payment by virtue of the contract embodied in the Bonds and in this Fiscal Agent Agreement.

A waiver of any default or breach of duty or contract by any Owner shall not affect any subsequent default or breach of duty or contract, or impair any rights or remedies on any such subsequent default or breach. No delay or omission by any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Owners by the Act or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners.

If any suit, action or proceeding to enforce any right or exercise any remedy is abandoned or determined adversely to the Owners, the District and the Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law.

**Section 8.03. Application of Net Taxes After Default.** If an Event of Default shall occur and be continuing, all Net Taxes and any other funds thereafter received by the Fiscal Agent under any of the provisions of this Fiscal Agent Agreement shall be applied by the Fiscal Agent as follows and in the following order:

(a) to the payment of any expenses necessary in the opinion of the Fiscal Agent to protect the interests of the Owners of the Bonds and payment of reasonable fees, charges and expenses of the Fiscal Agent (including reasonable fees and disbursements of its counsel) incurred in and about the performance of its powers and duties under this Fiscal Agent Agreement;

(b) to the payment of the principal of and interest then due with respect to the Bonds (upon presentation of the Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of this Fiscal Agent Agreement, as follows:

First: To the payment to the Owners entitled thereto of all installments of interest then due in the order of the maturity of such installments and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the Owners entitled thereto, without any discrimination or preference; and

Second: To the payment to the Owners entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at maturity or by call for redemption, with interest on the overdue principal at the rate borne by the respective Bonds on the date of maturity or redemption, and, if the amount available shall not be sufficient to pay in full all the Bonds, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the Owners entitled thereto, without any discrimination or preference.

Any remaining funds shall be transferred by the Fiscal Agent to the Special Tax Fund.

**Section 8.04. Limitation on Bondowners' Right to Sue.** Except as expressly provided for herein, no Owner of any Bonds shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Fiscal Agent Agreement, the Act or any other applicable law with respect to such Bonds, unless (a) such Owner shall have given to the Fiscal Agent written notice of the occurrence of an Event of Default, (b) the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have made written request upon the Fiscal Agent to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name, (c) such Owner or said Owners shall have tendered to the Fiscal Agent indemnity against the costs, expenses and liabilities to be incurred in compliance with such request, and (d) the Fiscal Agent shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and such tender of indemnity shall have been made to, the Fiscal Agent.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy hereunder or under law; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Fiscal Agent Agreement or the rights of any other Owners of Bonds, or to enforce any right under the Bonds, this Fiscal Agent Agreement, the Act or other applicable law with respect to the Bonds, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of this Fiscal Agent Agreement.

## ARTICLE IX DEFEASANCE

**Section 9.01. Defeasance.** If the District shall pay or cause to be paid, or there shall otherwise be paid, to the Owner of an Outstanding Bond the interest due thereon, the principal and premium, if any, thereof, at the times and in the manner stipulated in this Fiscal Agent Agreement or any Supplement, then the Owner of such Bond shall cease to be entitled to the pledge of Net Taxes and other amounts pledged under this Fiscal Agent Agreement to the repayment of such Bond, and, other than as set forth below, all covenants, agreements and other obligations of the District to the Owner of such Bond under this Fiscal Agent Agreement and any Supplement shall thereupon cease, terminate and become void and be discharged and satisfied; provided that the covenants set forth in Section 3.11(a), (b) and (c), and Covenants 9 and 10 set forth in Section 5.02 shall survive the defeasance or payment of the Bonds. In the event of a defeasance of all Outstanding Bonds pursuant to this Section, the Fiscal Agent shall execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction, and, after payment of any amounts due the Fiscal Agent hereunder, the Fiscal Agent shall pay over or deliver to the District's general fund all money or securities other than that required for the payment of the interest due on, the principal, and premium, if any, of such Bonds.

Any Outstanding Bond(s) shall be deemed to have been paid within the meaning expressed in the first paragraph of this Section if such Bond is paid in any one or more of the following ways:

(a) by paying or causing to be paid the principal of, premium, if any, and interest due on such Bond, as and when the same become due and payable;

(b) by depositing with the Fiscal Agent, or a designated bank or trust company as escrow holder, in trust, at or before maturity, money which, together with the amounts then on deposit in the Special Tax Fund, the Bond Fund, the Redemption Fund and the Reserve Fund and available for such purpose, is fully sufficient to pay the principal of and interest on such Bond as and when the same shall become due and payable; or

(c) by depositing with the Fiscal Agent, or a designated bank or trust company as escrow holder, in trust, direct, noncallable Federal Securities, in such amount as certified by a nationally recognized certified public accountant which will, together with the interest to accrue thereon and monies then on deposit in the Special Tax Fund, the Bond Fund, the Redemption Fund and the Reserve Fund available for such purpose, together with the interest to accrue thereon, be fully sufficient to pay and discharge the principal of and interest and any premium on such Bond as and when the same shall become due and payable;

then, notwithstanding that any such Bond shall not have been surrendered for payment, all obligations of the District under this Fiscal Agent Agreement, and any Supplement, with respect to such Bond shall cease and terminate, except for the obligation of the Fiscal Agent to pay or cause to be paid to the Owners of any such Bonds not so surrendered and paid, all sums

due thereon and except for the covenants of the District contained in Sections 3.11(a), (b) and (c) and Covenants 9 and 10 of Section 5.02 hereof.

In connection with a defeasance under (c) above, there shall be provided to the District and the Fiscal Agent a certificate of a certified public accountant stating its opinion as to the sufficiency of the Federal Securities deposited with the Fiscal Agent, or the designated escrow holder, to pay and discharge the principal of, premium, if any, and interest on the Outstanding Bonds to be defeased in accordance with this section, as and when the same shall become due and payable, and an opinion of Bond Counsel (which may rely upon the opinion of the certified public accountant) to the effect that the Bonds being defeased have been legally defeased in accordance with this Fiscal Agent Agreement. Each such verification and defeasance opinion required herein shall be acceptable in form and substance to the District and addressed to the District and the Fiscal Agent.

To accomplish a defeasance, the District shall also cause to be delivered an escrow deposit agreement or escrow instructions, or similar document.

Upon a defeasance, the Fiscal Agent shall release the rights of the Owners of such Bonds which have been defeased under this Fiscal Agent Agreement and execute and deliver to the District all such instruments as may be desirable to evidence such release, discharge and satisfaction. In the case of a defeasance hereunder of all Outstanding Bonds, the Fiscal Agent shall pay over or deliver to the District any funds held by the Fiscal Agent at the time of a defeasance, which are not required for the purpose of paying and discharging the principal of, and premium, if any, or interest on the Bonds when due. The Fiscal Agent shall, at the written direction and expense of the District, mail, first class, postage prepaid, a notice to the Owners whose Bonds have been defeased, in the form directed by the District, stating that the defeasance has occurred.

The Bonds shall be deemed "Outstanding" under this Fiscal Agent Agreement unless and until they are in fact paid and retired or the above criteria are met.

**Section 9.02. Conditions for the Issuance of Parity Bonds and Other Additional Indebtedness.** The District may at any time after the issuance and delivery of the Bonds hereunder issue Parity Bonds for the purpose of defeasing and refunding Outstanding Bonds payable from the Net Taxes and other amounts deposits in the Special Tax Fund (other than the Administrative Expense Fund herein) and secured by a lien and charge upon such amounts equal to the lien and charge securing the Outstanding Bonds and any other Parity Bonds theretofore issued hereunder or under any Supplement; provided, however, that Parity Bonds may only be issued for the purpose of refunding all or a portion of the Bonds then Outstanding. Parity Bonds which may be issued to effect a partial refunding of the Bonds may only be issued subject to the following additional specific conditions, which are hereby made conditions precedent to the issuance of any such Parity Bonds:

(a) The District shall be in compliance with all covenants set forth in this Fiscal Agent Agreement and any Supplement then in effect and a certificate of the District to the effect shall have been filed with the Fiscal Agent; provided, however that Parity Bonds may be issued

notwithstanding that the District is not in compliance with all such covenants so long as immediately following the issuance of such Parity Bonds the District will be in compliance with all such covenants.

(b) The issuance of such Parity Bonds shall have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Parity Bonds shall have been provided for by a Supplement duly adopted by the District which shall specify the following:

(i) The purpose for which such Parity Bonds are to be issued and the fund or funds into which the proceeds thereof are to be deposited, including a provision requiring the proceeds of such Parity Bonds to be applied solely for the purpose of refunding any Outstanding Bonds or Parity Bonds, including payment of all costs and the funding of all reserves incidental to or connect with such refunding;

(ii) The authorized principal amount of such Parity Bonds;

(iii) The date and the maturity date or dates of such Parity Bonds; provided that (i) each maturity date shall fall on an September 1, (ii) all such Parity Bonds of like maturity shall be identical in all respects, except as to number, and (iii) fixed serial maturities or Sinking Fund Payments, or any combination thereof, shall be established to provide for the retirement of all such Parity Bonds on or before their respective maturity dates;

(iv) The description of the Parity Bonds, the place of payment thereof and the procedure for execution and authentication;

(v) The denominations and method of numbering of such Parity Bonds;

(vi) The amount and due date of each mandatory Sinking Fund Payment, if any, for such Parity Bonds;

(vii) The amount, if any, to be deposited from the proceeds of such Parity Bonds in the Reserve Fund of the Special Tax Fund to increase the amount therein to the Reserve Requirement;

(viii) The form of such Parity Bonds; and

(ix) Such other provisions as are necessary or appropriate and not inconsistent with this Fiscal Agent Agreement.

(c) The District shall have received the following documents or money or securities, all of such documents dated or certified, as the case may be, as of the date of delivery of such Parity Bonds by the Fiscal Agent (unless the Fiscal Agent shall accept any of such documents bearing a prior date):

(i) A certified copy of the Supplement authorizing the issuance of such Parity Bonds;

(ii) A written request of the District as to the delivery of such Parity Bonds;

(iii) An opinion of Bond Counsel and/or general counsel to the District to the effect that (a) the District has the right and power under the Act to adopt this Fiscal Agent Agreement and the Supplements relating to such Parity Bonds, and this Fiscal Agent Agreement and all such Supplements have been duly and lawfully adopted by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights); (b) this Fiscal Agent Agreement creates the valid pledge which it purports to create of the Net Taxes and other amounts as provided in this Fiscal Agent Agreement, subject to the application thereof to the purposes and on the conditions permitted by this Fiscal Agent Agreement; and (c) such Parity Bonds are valid and binding limited obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of this Fiscal Agent Agreement and all Supplements thereto and entitled to the benefits of this Fiscal Agent Agreement and all such Supplements, and such Parity Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and this Fiscal Agent Agreement and all such Supplements; and further opinion of Bond Counsel to the effect that, assuming compliance by the District with certain tax covenants, the issuance of the Parity Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds theretofore issued on a tax-exempt basis, or the exemption from State of California personal income taxation of interest on any Outstanding Bonds and Parity Bonds theretofore issued;

(iv) A certificate of the District containing such statements as may be reasonable necessary to show compliance with the requirements of this Fiscal Agent Agreement;

(v) Such further documents, money and securities as are required by the provisions of this Fiscal Agent Agreement and the Supplements providing for the issuance of such Parity Bonds.

## ARTICLE X MISCELLANEOUS

**Section 10.01. Cancellation of Bonds.** All Bonds surrendered to the Fiscal Agent for payment upon maturity or for redemption shall upon payment therefor be destroyed at the request of the District and a certificate of cancellation returned immediately by the Fiscal Agent to the District. Any Bonds purchased by the District as authorized herein shall be delivered to the Fiscal Agent and canceled forthwith as provided herein, and shall not be reissued.

**Section 10.02. Execution of Documents and Proof of Ownership.** Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Fiscal Agent Agreement to be signed or executed by Owners may be in any number of

concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys appointed by an instrument in writing for that purpose, or by any commercial bank, trust company or other depository for such Bond. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, and of the ownership of such Bond shall be sufficient for the purposes of this Fiscal Agent Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his attorney of any such instrument and of any instrument appointing any such attorney may be proved by a signature guarantee of any bank or trust company located within the United States of America. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such signature guarantee shall also constitute sufficient proof of this authority; provided, however, that nothing contained in this Fiscal Agent Agreement shall be construed as limiting the Fiscal Agent to such proof, it being intended that the Fiscal Agent may accept any other evidence of the matters herein stated which the Fiscal Agent may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future Owner of the same Bond in respect to anything done or suffered to be done by the Fiscal Agent in pursuance of such request or consent; and

(b) As to any Bond, the person in whose name the same shall be registered in the Bond Register shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of or on account of the principal of any such Bond, and the interest thereon, shall be made only to or upon the order of the registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond and the interest thereon to the extent of the sum or sums so paid. The Fiscal Agent shall not be affected by any notice to the contrary.

**Section 10.03. Provisions Constitute Contract.** The provisions of this Fiscal Agent Agreement, including any Supplements thereto, and the Bonds shall constitute a contract between the District and the Owners (“Contract”) and the provisions hereof and thereof shall be enforceable by any Owner for the equal benefit and protection of all Owners similarly situated by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is now or may hereafter be authorized under the laws of the State in any court of competent jurisdiction. The Contract is made under and is to be construed in accordance with the laws of the State.

No remedy conferred hereby upon any Owner is intended to be exclusive of any other remedy, but each such remedy is cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law of the State. No waiver of any default or breach of duty or contract by any Owner shall affect any subsequent default or breach of duty or contract or shall impair any rights or remedies on said subsequent default or breach. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed as a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners may be enforced and exercised as often as may be deemed expedient. In case any suit, action or proceeding to enforce any right or exercise any



remedy shall be brought or taken and the Owner shall prevail, said Owner shall be entitled to receive from the Net Taxes reimbursement for reasonable costs, expenses, outlays and attorneys' fees and should said suit, action or proceeding be abandoned, or be determined adversely to the Owners then, and in every such case, the District's positions, rights and remedies shall be construed in a manner as if such suit, action or proceeding had not been brought or taken.

After the issuance and delivery of the Bonds, this Fiscal Agent Agreement shall not be subject to repeal, but shall be subject to modification to the extent and in the manner provided in this Fiscal Agent Agreement, but to no greater extent and in no other manner.

**Section 10.04. Unclaimed Monies.** Anything in this Fiscal Agent Agreement to the contrary notwithstanding, to the extent permitted by law and subject to the applicable escheat laws of the State, any money held by the Fiscal Agent in trust for the payment and discharge of any of the Bonds which remains unclaimed for two years after the date when such Bonds have become due and payable, if such money was held by the Fiscal Agent at such date, or for two years after the date of deposit of such money if deposited with the Fiscal Agent after the date when such monies become due and payable, shall be repaid by the Fiscal Agent to the District, as its absolute property and free from trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners shall look thereafter only to the District for the payment of such Bonds. The Fiscal Agent shall give notice to the District of the amount of any unclaimed monies that are available for transfer to the District. However, before being required to make any such payment to the District, the Fiscal Agent shall, at the expense of the District, cause to be mailed to the registered owners of such Bonds, at their addresses as they appear on the Bond Register, a notice that said money remains unclaimed and that, after a date named in said notice, which date shall not be less than 30 days after the date of the mailing of such notice, the balance of such money then unclaimed will be returned to the District.

**Section 10.05. Severability.** If any covenant, agreement or provision, or any portion thereof, contained in this Fiscal Agent Agreement, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this Fiscal Agent Agreement and the application of any such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Fiscal Agent Agreement and the Bonds issued pursuant hereto shall remain valid and the Owners shall retain all valid rights and benefits accorded to them under this Fiscal Agent Agreement and the Constitution and laws of the State.

**Section 10.06. General Authorization.** The President and Clerk of the Legislative Body and the Superintendent of the School District, or the Superintendent's designee, and all other officers of the School District or their deputies are hereby each respectively authorized to do and perform from time to time any and all acts and things consistent with this Fiscal Agent Agreement necessary or appropriate to carry the same in effect and accomplish the issuance, sale and delivery of the Bonds.

**Section 10.07. Notices.** Any notices required to be given to the District with respect to the Bonds or this Fiscal Agent Agreement shall be mailed, first class mail, by facsimile with prompt written confirmation, or personally delivered to the Clerk of the Board at 33122 Valle

Road, San Juan Capistrano, California 92675, and all notices to the Fiscal Agent shall be mailed, first class, or personally delivered to the Fiscal Agent at 633 W. Fifth Street, 24<sup>th</sup> Floor, Los Angeles, CA 90071, Attention: Corporate Trust Services. Notices may also be given by personal or courier delivery, registered or certified mail, facsimile transmission or electronic communication, provided that delivery by facsimile transmission or electronic communication must be confirmed by the sender.

**Section 10.08. Limitation of Rights.** Nothing in this Fiscal Agent Agreement or in the Bonds expressed or implied is intended or shall be construed to give to any Person other than the Fiscal Agent, the District and the Bondowners any legal or equitable right, remedy or claim under or in respect to this Fiscal Agent Agreement or any covenant, condition or provision therein or herein contained, and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Fiscal Agent, the District and the Bondowners.

**Section 10.09. Successor is Deemed Included in All References to Predecessor.** Whenever in this Fiscal Agent Agreement either the District or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Fiscal Agent Agreement contained by, or on behalf of, the District or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

**Section 10.10. Payment on Non-Business Days.** In the event any payment is required to be made hereunder on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day with the same effect as if made on such non-Business Day.

**Section 10.11. Counterparts.** This Fiscal Agent Agreement may be executed in counterparts, each of which shall be an original and which together shall constitute one instrument.

[Remainder of Page Left Blank.]

**IN WITNESS WHEREOF**, the parties have entered into this Fiscal Agent Agreement as of the date first written above.

COMMUNITY FACILITIES DISTRICT NO. 90-2  
OF THE CAPISTRANO UNIFIED SCHOOL  
DISTRICT

By \_\_\_\_\_  
Title: Authorized Representative

U.S. BANK NATIONAL ASSOCIATION, as  
Fiscal Agent

By \_\_\_\_\_  
Title: Vice-President

**EXHIBIT A  
FORM OF 2013 SPECIAL TAX BOND**

REGISTERED  
No. *EXHIBIT*

REGISTERED  
\$ *EXHIBIT*

UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF ORANGE

**COMMUNITY FACILITIES DISTRICT NO. 90-2  
OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT  
(IMPROVEMENT AREA NO. 2002-1)**

**SERIES 2013 SPECIAL TAX REFUNDING BOND**

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP NO.</u>
_____%	September 1, 20--	_____, 2013	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \$ \_\_\_\_\_ *DOLLARS*

IMPROVEMENT AREA NO. 2002-1 OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (“District”) situated in the County of Orange, State of California, FOR VALUE RECEIVED, hereby promises to pay, solely from the Net Taxes (as hereinafter defined) and amounts in certain funds or accounts held under the Fiscal Agent Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns, on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such Principal Amount, calculated on the basis of a 360-day year comprised of twelve 30-day months, semi-annually on March 1 and September 1 of each year, commencing March 1, 2014, at the Interest Rate set forth above, until the Principal Amount hereof is paid or made available for payment. Interest shall be payable on this Bond from the Interest Payment Date next preceding the date of authentication hereof, unless (i) such date of authentication is an Interest Payment Date, in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after a Record Date (as defined herein) but prior to the immediately succeeding Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) the date of authentication is prior to the close of business on the first Record Date, in which event interest will be payable from the Dated Date; provided, however, that if at the time of authentication of this Bond, interest is in default, interest on this Bond shall be payable from the last date to which the interest has been paid or made available for payment, or if no interest has been paid or made available for payment, interest shall be payable from the Dated Date.

The principal of and premium, if any, on this Bond are payable to the Registered Owner hereof in lawful money of the United States of America upon presentation of this Bond at the Principal Corporate Trust Office of U.S. Bank National Association (“Fiscal Agent”). Interest on this Bond shall be paid by check of the Fiscal Agent mailed on the Interest Payment Date by first class mail by the Fiscal Agent to the Registered Owner hereof as of the 15<sup>th</sup> day of the calendar month preceding the Interest Payment Date whether or not such date is a Business Day (“Record Date”) at such Registered Owner’s address as it appears on the Bond Register maintained by the Fiscal Agent; provided, however, that in the case of a Registered Owner of \$1,000,000 or more in aggregate principal amount of the Bonds, upon the Fiscal Agent’s receipt of written request of such Registered Owner prior to the Record Date accompanied by wire transfer instructions, such interest shall be paid on the Interest Payment Date in immediately available funds by wire transfer to an account in the United States.

This Bond is one of a duly authorized issue of “Community Facilities District No. 90-2 of the Capistrano Unified School District (Improvement Area No. 2002-1) Series 2013 Special Tax Refunding Bonds” (“Bonds”) issued in the aggregate principal amount of \$\_\_\_\_\_ pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (Section 53311 *et seq.* of the Government Code of the State of California) (“Act”) for the purpose of refunding the “Community Facilities District No. 90-2 of the Capistrano Unified School District Series 2003 Special Tax Bonds (Improvement Area No. 2002-1),” funding a reserve fund for the Bonds and funding costs of issuing the Bonds. The issuance of the Bonds and the terms and conditions thereof are provided for by Resolution 2012-2013- \_\_ adopted by the Board of Trustees of the Capistrano Unified School District (“School District”), acting in its capacity as the Legislative Body of the District on June 26, 2013, and the Fiscal Agent Agreement executed in connection therewith (“Fiscal Agent Agreement”). The terms of the Fiscal Agent Agreement are by this reference incorporated herein, and by acceptance hereof the owner of this Bond assents to said terms and conditions. The Fiscal Agent Agreement has been adopted under, and this Bond is issued under, the laws of the State of California, and both are to be construed in accordance therewith.

Pursuant to the Act and the Fiscal Agent Agreement, the principal of, premium, if any, and interest on this Bond are payable solely from, and shall be secured by a pledge, charge and lien upon, the annual special taxes authorized to be levied within Improvement Area No. 2002-1 (“Special Taxes”), and proceeds of the redemption or sale of property collected pursuant to the foreclosure provisions of the Fiscal Agent Agreement for the delinquency of the Special Taxes, less certain administrative expenses of the District related to Improvement Area No. 2002-1 (collectively, “Net Taxes”) and from certain funds and accounts held under the Fiscal Agent Agreement. The Net Taxes have been pledged equally to repay the Bonds without priority or preference of one Bond over another. The District has covenanted for the benefit of the Owners of the Bonds that it will commence and diligently pursue to completion appropriate foreclosure actions, in accordance with all applicable laws, in the event of certain delinquencies in the payment of Special Taxes levied for payment of principal of and interest on the Bonds.

**ANY TAX FOR THE PAYMENT HEREOF SHALL BE LIMITED TO THE NET TAXES. THE BONDS DO NOT CONSTITUTE OBLIGATIONS OF THE DISTRICT OR THE SCHOOL DISTRICT FOR WHICH THE DISTRICT OR THE SCHOOL DISTRICT IS OBLIGATED TO LEVY OR PLEDGE, OR HAS LEVIED OR PLEDGED, GENERAL OR SPECIAL TAXES OTHER THAN THE NET TAXES. THE BONDS ARE LIMITED**

OBLIGATIONS OF THE DISTRICT PAYABLE FROM THE NET TAXES BUT ARE NOT A DEBT OF THE SCHOOL DISTRICT, OR THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR RESTRICTION.

**Optional Redemption**

The Bonds maturing on or after September 1, 2024, may be redeemed prior to maturity at the option of the District on any date on or after September 1, 2023, in whole, or in part from such maturities as are selected by the District in writing in accordance with the terms of the Fiscal Agent Agreement, and by lot within a maturity, at redemption price equal to the principal amount of the Bonds to be redeemed, together with accrued interest to the date fixed for redemption, without premium.

**Special Mandatory Redemption from Prepaid Special Taxes**

The Bonds are subject to special mandatory redemption prior to their stated maturities, on any Interest Payment Date for which timely notice can be given, in whole or in part, from such maturities as are selected by the District in accordance with the terms of the Fiscal Agent Agreement, in writing, and by lot within a maturity, in integral multiples of \$5,000, from monies on deposit in the Prepayment Account of the Special Tax Fund, at the redemption prices set forth below, which are expressed as a percentage of the principal amount thereof, together with accrued interest to the date fixed for redemption.

<b>Redemption Date</b>	<b>Redemption Price</b>
Any Interest Payment Date through March 1, 2021	103%
September 1, 2021, and March 1, 2022	102
September 1, 2022, and March 1, 2023	101
September 1, 2023, and any Interest Payment Date thereafter	100

**Mandatory Sinking Fund Redemption**

The Term Bond maturing on September 1, 20\_\_, is subject to mandatory redemption in part commencing September 1, 20\_\_, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from Mandatory Sinking Payments as follows:

<b>Sinking Fund Redemption Date (September 1)</b>	<b>Principal Amount</b>
---	-------------------------

20\_\_

In the event of a partial redemption of the Term Bond pursuant to Optional Redemption, or Special Mandatory Redemption from Prepaid Special Taxes, Mandatory Sinking Payments for

the Term Bond set forth above shall be reduced, as nearly as practicable, on a pro rata basis, in integral multiples of \$5,000, pursuant to calculations made by the Fiscal Agent and approved in writing by the District.

If less than all of the Outstanding Bonds are to be redeemed, the Bonds to be redeemed shall be from such maturities selected by the District, as provided in writing to the Fiscal Agent. Bonds within a single maturity shall be redeemed by lot in any manner that the Fiscal Agent deems appropriate. The portion of any such Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent shall treat such Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by \$5,000. In the event that Bonds are subject to Optional Redemption and Mandatory Sinking Fund Redemption on the same date, or Special Mandatory Redemption from Prepaid Special Taxes and Mandatory Sinking Fund Redemption on the same date, the Fiscal Agent shall first select the Bonds to be redeemed subject to Mandatory Sinking Fund Redemption and shall then select the Bonds to be redeemed subject to Optional Redemption or Special Mandatory Redemption from Prepaid Special Taxes.

Notice of redemption with respect to the Bonds to be redeemed shall be mailed to the Registered Owners thereof not less than 30 nor more than 60 days prior to the redemption date by first class mail, postage prepaid, to the address set forth in the Bond Register maintained by the Fiscal Agent. Neither the failure of the Registered Owner hereof to receive such notice nor any defect in such notice will affect the validity of the proceedings for redemption. All Bonds or portions thereof so called for redemption will cease to accrue interest on the specified redemption date; provided, the funds for the redemption are on deposit with the Fiscal Agent on the redemption date. Thereafter, the Registered Owners of such Bonds shall have no rights hereunder or pursuant to the Fiscal Agent Agreement except to receive payment of the redemption price upon the surrender of the Bonds.

Any notice of optional redemption may specify that redemption of the Bonds designated for redemption on the specified date will be subject to the receipt by the District and/or the Fiscal Agent, as applicable, of moneys sufficient to cause such redemption, and neither the District nor the Fiscal Agent will have any liability to the Owners of any Bonds, or any other party, as a result of the District's failure to redeem the Bonds designated for redemption as a result of insufficient moneys therefor.

Any notice of optional redemption under the Fiscal Agent Agreement may be cancelled and annulled if for any reason funds are not, or will not, be available on the date fixed for redemption for the payment in full of the Bonds then called for redemption. Such cancellation and annulment is not a default under this Fiscal Agent Agreement. The District will not have any liability to the Bondowners, or any other party, as a result of the District's failure to redeem the Bonds designated for redemption as a result of insufficient monies therefore.

Additionally, the District may rescind any optional redemption of the Bonds, and notice thereof, for any reason on any date prior to the date fixed for such redemption by causing written notice of the rescission to be given to the Owners of the Bonds so called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the Owner of any Bond of notice of such rescission shall

not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission. Neither the District nor the Fiscal Agent will have any liability to the Owners of any Bonds, or any other party, as a result of the District's decision to rescind redemption of any Bonds pursuant to the provisions of the Fiscal Agent Agreement.

This Bond shall be registered in the name of the Registered Owner hereof, as to both principal and interest, and the District and the Fiscal Agent may treat the Registered Owner hereof as the absolute owner for all purposes and shall not be affected by any notice to the contrary.

The Bonds are issuable only in fully registered form in the denomination of \$5,000 or any integral multiple of \$5,000 and may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations, and of like maturity all as more fully set forth in the Fiscal Agent Agreement. This Bond is transferable by the Registered Owner hereof, in person or by the Registered Owner's attorney duly authorized in writing, at the Principal Corporate Trust Office of the Fiscal Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Fiscal Agent Agreement, upon surrender and cancellation of this Bond. Upon such transfer, a new registered Bond or Bonds of authorized denominations for the same aggregate principal amount of the same issue and maturity will be issued to the transferee in exchange. The Fiscal Agent shall not be required to register transfers or make exchanges of (i) Bonds for a period of 15 days next preceding the date established by the Fiscal Agent for selection of the Bonds to be redeemed, or (ii) any Bonds chosen for redemption.

The Fiscal Agent may charge the Registered Owner a reasonable fee for the costs of any transfer or exchange of this Bond and the Fiscal Agent may require the Registered Owner requesting such transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange.

The Fiscal Agent Agreement provides that the occurrence of certain events constitute Events of Default and prescribes the remedies available to the Owners. An Event of Default and its consequences may be waived or limited as provided in the Fiscal Agent Agreement. Bondowners may enforce their rights under the terms and conditions of the Fiscal Agent Agreement, subject to certain limitations on provided therein. The Fiscal Agent may refuse to enforce the terms and conditions of the Fiscal Agent Agreement or the Bonds unless it receives indemnity satisfactory to it.

The rights and obligations of the District and of the Registered Owners of the Bonds may be amended at any time, and in certain cases without the consent of the Registered Owners to the extent and upon the terms and conditions provided in the Fiscal Agent Agreement.

The Fiscal Agent Agreement contains provisions permitting the District to make provision for the payment of the interest on, and the principal and premium, if any, of any of the Bonds so that such Bonds shall no longer be deemed to be Outstanding under the terms of the Fiscal Agent Agreement.



This Bond shall not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner, and this Bond together with all other indebtedness of the District, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

IN WITNESS WHEREOF, Community Facilities District No. 90-2 has caused this Bond to be dated as of the \_\_\_\_ day of \_\_\_\_, 2013, to be signed by the President of the Board of Trustees of the School District by manual signature and attested by the Clerk of the Board of Trustees of the School District by manual signature.

ATTEST

COMMUNITY FACILITIES DISTRICT NO.  
90-2 OF THE CAPISTRANO UNIFIED  
SCHOOL DISTRICT

***-EXHIBIT-***

***-EXHIBIT-***

\_\_\_\_\_  
Clerk of the Board of Trustees of the  
Capistrano Unified School District for  
Community Facilities District No. 90-2 of  
said School District

\_\_\_\_\_  
President of the Board of Trustees of the  
Capistrano Unified School District for  
Community Facilities District No. 90-2 of  
said School District

SEAL: ***-EXHIBIT-***

**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This is one of the Bonds referred to in the within-mentioned Fiscal Agent Agreement.

**Date of Registration and Authentication:** \_\_\_\_\_, 2013

U.S. Bank National Association, Fiscal Agent, as authenticating agent

***-EXHIBIT-***

By \_\_\_\_\_  
Authorized Signatory

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers  
unto \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(print/type name, address, zip code, tax identification or Social Security number of assignee)

the within Bond and do(es) irrevocably constitute and appoint \_\_\_\_\_  
attorney, to transfer the same on the registration books of the Fiscal Agent, with full power of  
substitution in the premises.

\_\_\_\_\_  
Registered Owner

Date: \_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears  
upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_  
Notice: Signature must be guaranteed by an eligible guarantor institution.

Unless this Bond is presented by an authorized representative of The Depository Trust Company  
to the issuer or its agent for registration of transfer, exchange or payment, and any Bond issued is  
registered in the name of Cede & Co. or such other name as requested by an authorized  
representative of The Depository Trust Company and any payment is made to Cede & Co., ANY  
TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR  
TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an  
interest herein.

[FORM OF BOND COUNSEL OPINION AND CERTIFICATION BY SECRETARY]

*[Opinion of Bowie, Arneson, Wiles & Giannone]*





**EXHIBIT D**

**CFD NO. 90-2 OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
(IMPROVEMENT AREA NO. 2002-1)  
SERIES 2013 SPECIAL TAX REFUNDING BONDS**

**PAYMENT REQUEST FORM**  
**SURPLUS SCHOOL FACILITIES FUND**

[Attach copy of Payee's statement(s) or invoice(s)]

(                      )  
(                      )

PROGRESS PAYMENT  
FULL/FINAL PAYMENT

The Fiscal Agent is hereby requested to pay from the Surplus School Facilities Fund established by Resolution No. 2013-2013- \_\_\_\_ of the Legislative Body of the District, adopted on June 26, 2013, and the Fiscal Agent Agreement dated as of July 1, 2013, executed in accordance therewith, to the person, corporation, or other entity designated below as Payee, the sum set forth below such designation, in payment of the Project Costs for School Facilities described below. The amount shown below is due and payable under a purchase order, contract or other authorization with respect to the Project Costs for School Facilities described below and has not formed the basis of any prior request for payment.

Payee: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Amount:     \$ \_\_\_\_\_

Description of Project Costs for School Facilities or portion thereof accepted by Community Facilities District No. 90-2 and authorized to be paid to the Payee:

Project Costs: \_\_\_\_\_

Executed by Authorized Representative for  
Community Facilities District No. 90-2:

***-EXHIBIT-***

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Payment Request No.: \_\_\_\_\_

[Attach to all requisitions copies of applicable bills or invoices]



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**FISCAL AGENT AGREEMENT**

**By and Between**

**COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
(IMPROVEMENT AREA NO. 2002-1)**

**AND**

**U.S. BANK NATIONAL ASSOCIATION,  
as Fiscal Agent**

**\$ \_\_\_\_\_  
Series 2013 Special Tax Refunding Bonds**

**dated as of July 1, 2013**

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# FISCAL AGENT AGREEMENT

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**COMMUNITY FACILITIES DISTRICT NO. 90-2  
OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT  
(IMPROVEMENT AREA 2002-1)  
SERIES 2013 SPECIAL TAX REFUNDING BONDS**

**BOND PURCHASE AGREEMENT**

[sale date]

Board of Trustees  
Capistrano Unified School District  
as legislative body of Community Facilities District No. 90-2  
33122 Valle Road  
San Juan Capistrano, CA 92675

Dear Members of the Board of Trustees:

The undersigned, \_\_\_\_\_, as underwriter (the “Underwriter”), offers to enter into this Bond Purchase Agreement with Community Facilities District No. 90-2 of the Capistrano Unified School District (the “District”) with respect to Improvement Area No. 2002-1, which, upon acceptance, will be binding upon the District and upon the Underwriter. This offer is made subject to the District’s acceptance hereof on the date hereof, and if not so accepted will be subject to withdrawal by the Underwriter upon notice delivered to the District at any time prior to the acceptance hereof by the District.

1. **Purchase and Sale of the Bonds.** Subject to the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District, and the District hereby agrees to sell to the Underwriter, all (but not less than all) of the Community Facilities District No. 90-2 of the Capistrano Unified School District (Improvement Area No. 2002-1) Series 2013 Special Tax Refunding Bonds (the “Bonds”), dated \_\_\_\_\_, 2013, in the aggregate principal amount of \$ \_\_\_\_\_ bearing interest payable commencing March 1, 2014, and semiannually thereafter on each September 1 and March 1 in each year at the rate or rates of interest and maturing on the dates and in the amounts as set forth in **Exhibit A** attached hereto and incorporated herein by this reference. The purchase price for the Bonds shall be equal to \$ \_\_\_\_\_, representing the principal amount of the Bonds (\$\_\_\_\_\_), [plus an original issue premium/minus an original issue discount] of \$ \_\_\_\_\_, less an underwriting discount of \$ \_\_\_\_\_ [which includes the cost of the premium for municipal bond insurance of \$\_\_\_\_\_], credit being given for the amount of the good faith deposit specified in Section 2 (Good Faith Deposit) hereof.

2. **Good Faith Deposit.** The amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_,000) has been, or within two (2) business days hereof will be, wired to the District’s account as security for the performance by the Underwriter of its obligation to accept and pay for the Bonds at the

**Attachment 2**

Closing, as provided in Section 3 (Closing) hereof. In the event that the Underwriter complies with such obligation, the good faith deposit in the amount thereof shall be credited toward the payment of the purchase price of the Bonds by the Underwriter at the Closing, as provided in Section 3 (Closing) hereof. In the event the District does not accept this offer, said good faith deposit shall be promptly returned to the Underwriter. In the event of the District's failure to deliver the Bonds at the Closing, or if the District shall be unable to satisfy the conditions of the obligation of the Underwriter to purchase and accept delivery of such Bonds as set forth in this Bond Purchase Agreement, or if the obligation of the Underwriter with respect to the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the District shall be under further obligation hereunder, except that the amount of the good faith deposit referred to in this Section shall immediately be paid to the Underwriter and the respective obligations of the District and the Underwriter for the payment of expenses, as provided in Section 12 (Expenses), shall continue in full force and effect. If the Underwriter fails (other than for a reason permitted hereunder) to accept and pay for the Bonds at the Closing as herein provided, the amount of the good faith deposit shall be retained by the District as and for full liquidated damages for such failure and for any defaults hereunder on the Underwriter's part and shall constitute a full release and discharge of all claims and damages for such failure and for such defaults. The Underwriter understands that in such event the District's actual damages may be greater or may be less than the amount of the good faith deposit. Accordingly, the Underwriter hereby waives any right to claim that the District's actual damages are less than such sum, and the District's acceptance of this offer shall constitute a waiver of any right the District may have to additional damages from the Underwriter. Any interest or other income from the investment of the good faith deposit by the District shall belong to the District.

3. **Closing.** Except as the District and the Underwriter may otherwise agree, the District will deliver to the Underwriter, through The Depository Trust Company ("DTC"), the Bonds in definitive form (bearing CUSIP numbers) duly executed by the District and authenticated by U.S. Bank National Association (the "Fiscal Agent"), and, at the offices of Bowie, Arneson, Wiles & Giannone, in Newport Beach, California, or at such other location as may be designated by the Underwriter and agreed to by the District, the other documents herein mentioned at 8:00 a.m. local time, on \_\_\_\_\_, 2013 (the "Closing Date"). The Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in this Section by a federal funds wire or check in immediately available funds to the order of the District (such delivery and payment being herein referred to as the "Closing"). The Bonds shall be made available to the Underwriter for checking at the offices of DTC, 55 Water Street, New York, New York, not later than 24 hours prior to the Closing Date. The Bonds shall be in fully registered form and shall be registered in accordance with instructions to be supplied to the Paying Agent by the Underwriter.

4. **Terms of the Bonds.** The issuance of the Bonds is authorized pursuant to the Mello-Roos Community Facilities Act of 1982, constituting sections 53311 *et seq.* of the California Government Code, as amended (the "Law"), and the approving votes of more than two-thirds of the votes cast by the qualified electors of Improvement Area No. 2002-1 of Community Facilities District No. 90-2 of the Capistrano Unified School District ("CFD No. 90-2" and "Improvement Area") at an election held on June 24, 2002 (the "Election"). The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions

of, and shall be payable and subject to redemption as provided in the Fiscal Agent Agreement dated as of July 1, 2013, by and between CFD No. 90-2 and the Fiscal Agent (the "Agreement") and Resolution No. 2012-2013- \_\_\_ adopted by the Board of Trustees (the "Board") of the District, acting as the legislative body of CFD No. 90-2, on June 26, 2013, (the "Bond Resolution"). Interest on and principal of the Bonds will be payable from the net proceeds of the special taxes (the "Special Taxes") to be levied in the Improvement Area that were approved by more than two-thirds of the votes cast by the qualified electors of the Improvement Area at the Election. Proceeds of the sale of the Bonds will be used in accordance with the Agreement, the Bond Resolution and the Law.

5. **Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of all of the Bonds at prices not in excess of the initial public offering prices set forth in **Exhibit A** hereto. The Underwriter reserves the right to change, subsequent to the initial public offering, such initial offering prices or yields. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) at prices lower (or yields higher) than such initial public offering prices or yields. The Underwriter also reserves the right (i) to over-allot or effect transactions that stabilize or maintain the market prices of the Bonds at levels above those that might otherwise prevail in the open market and (ii) to discontinue such stabilizing, if commenced, at any time without prior notice.

6. **Official Statement.**

a. **Final Official Statement.** The District shall deliver or cause to be delivered to the Underwriter, promptly after the District's acceptance of this Bond Purchase Agreement, copies of its Official Statement relating to the Bonds, dated the date hereof, substantially in the form of the preliminary Official Statement dated \_\_\_\_\_, 2013 (the "Preliminary Official Statement"), with only such changes therein as have been accepted by the Underwriter (the Preliminary Official Statement with such changes, and including the cover page and all appendices thereto, being referred to as the "Official Statement"), signed on behalf of the District by its Superintendent or Deputy Superintendent, Business Support Services.

b. **Preliminary Official Statement.** The District hereby ratifies, confirms, and approves the use and distribution of the Preliminary Official Statement by the Underwriter, and hereby authorizes the Underwriter to use and distribute the Official Statement and the Bond Resolution in connection with the offer and sale of the Bonds.

The District confirms that the Preliminary Official Statement was deemed final for purposes of Rule 15c2-12 adopted under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), as of its date, except for final information as to the offering prices, interest rates, selling compensation, amount of proceeds, delivery dates, other terms depending on such factors, and other information permitted to be omitted under Rule 15c2-12.

c. **Delivery of Official Statement.** In addition, the District agrees to deliver to the Underwriter as many copies (not to exceed 150 copies) of the Official Statement (and any supplements or amendments thereto as have been approved by the Underwriter) as the Underwriter shall reasonably request to enable the Underwriter to meet its obligations under Rule 15c2-12 and under Rule G-32 and all other applicable rules of the Municipal Securities



Rulemaking Board. The District agrees to deliver such Official Statements within seven business days after the execution hereof (or earlier if necessary to accompany confirmations sent by the Underwriter to the initial purchasers of the Bonds).

d. End of the Underwriting Period. The Underwriter shall give notice to the District on the date after which no participating underwriter, as such term is defined in Rule 15c2-12, remains obligated to deliver final Official Statements pursuant to paragraph (b)(4) of Rule 15c2-12.

e. Amendments or Supplements to Official Statement. If at any time prior to the receipt of notice from the Underwriter pursuant to Section 6(d) hereof that final Official Statements are no longer required to be delivered under Rule 15c2-12, any event occurs as a result of which it may be necessary to supplement the Official Statement in order to make the statements therein, in light of the circumstances existing at such time, not misleading, the District shall forthwith notify the Underwriter in writing of any such event of which it has knowledge and, if in the opinion of the Underwriter such event requires an amendment or supplement to the Official Statement, the District will at its expense amend or supplement the Official Statement in a form and manner approved by the Underwriter. Any information supplied by the District for inclusion in any amendments or supplements to the Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

7. Continuing Disclosure. The District will undertake, pursuant to the Bond Resolution, the Agreement and a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain significant events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

8. Representations, Warranties, and Agreements of the District. The District hereby represents, warrants, and agrees that:

a. Valid Existence. The District is a school district duly organized and validly existing as a political subdivision of the State of California under the Constitution and laws of the State of California. CFD No. 90-2 is a community facilities district duly formed and validly existing under and pursuant to the Law.

b. Authority. CFD No. 90-2 has full power and authority to issue the Bonds, to enter into this Bond Purchase Agreement, and to carry out, give effect to, and consummate the transactions contemplated by the Agreement, the Bond Resolution and the Official Statement.

c. Official Action. By official action of the Board prior to or concurrently with the acceptance hereof, the District and CFD No. 90-2 have duly authorized the distribution of the Preliminary Official Statement, approved and authorized the distribution of the Official Statement, approved and authorized the execution and delivery of the Bonds and this Bond Purchase Agreement, approved and authorized the performance by CFD No. 90-2 of the

obligations on its part contained in the Agreement, the Bond Resolution, the Bonds, this Bond Purchase Agreement, and approved and authorized the consummation of all other transactions contemplated by this Bond Purchase Agreement and the Official Statement.

d. Validity of Documents. Assuming due authorization, execution, and delivery by the other parties thereto, this Bond Purchase Agreement is in full force and effect as of the date hereof and the Agreement, Escrow Agreement, Continuing Disclosure Certificate and the Bonds, upon execution thereof, will each constitute valid and binding agreements or obligations of CFD No. 90-2, enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles.

e. Compliance with Agreements. The District and CFD No. 90-2 have complied, or at Closing will have complied, in all material respects, with the provisions of the Agreement and this Bond Purchase Agreement.

f. No Violation of Law or Breach of Contract. The adoption of the Bond Resolution, the execution and delivery of the Agreement, the Bonds and this Bond Purchase Agreement, and compliance with the provisions thereof and hereof will not, to the current actual knowledge (after reasonable investigation) of the officer of the District executing this Bond Purchase Agreement, (i) violate any applicable provision of statutory law or regulation, (ii) breach or otherwise violate any existing obligation of CFD No. 90-2 or the District under any court order or administrative decree to which CFD No. 90-2 or the District is subject, or (iii) breach, or result in a default under, any loan agreement, note, resolution, indenture, contract, agreement, or other instrument to which CFD No. 90-2 or the District is a party or is otherwise subject or bound.

g. Governmental Approvals. Except as described in the Official Statement, all approvals, consents, authorizations, permits, and orders of or filings or registrations with any governmental authority, board, agency, or commission having jurisdiction that would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by CFD No. 90-2 or the District of its obligations under the Bond Resolution, the Agreement or this Bond Purchase Agreement have been obtained and are in full force and effect.

h. Conformity with Description. The Bonds when issued will conform to the descriptions thereof contained in the Official Statement.

i. Accuracy of Official Statement. The Preliminary Official Statement did not as of its date and the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (provided that no representation is made with respect to information about The Depository Trust Company or the owners of land within the Improvement Area).

j. Accuracy of Supplemented Official Statement. If the Official Statement is supplemented or amended pursuant to Section 6(e) (Amendments or Supplements to Official

Statement), at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such Section) at all times subsequent thereto up to and including the end of the underwriting period as described in Section 6(d) (End of the Underwriting Period), the Official Statement as so supplemented or amended (except for any information about [the Insurer or] DTC) will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

k. No Litigation. Except as disclosed in the Official Statement, to the current actual knowledge (after reasonable investigation) of the officer of the District executing this Bond Purchase Agreement, no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body is pending or has been overtly threatened in writing that in any way seeks to affect the existence of the District or CFD No. 90-2, or the Improvement Area, or the titles of the District's officers to their respective offices or seeks to restrain or to enjoin the execution, sale, or delivery of the Bonds, the application of the proceeds thereof in accordance with the Bond Resolution and the Agreement, or in any way contests or seeks to affect the validity or enforceability of the Bond Resolution, the Agreement, the Bonds, or this Bond Purchase Agreement or any action of the District or CFD No. 90-2 contemplated by any of said documents, or that in any way contests the completeness or accuracy of the Official Statement or the powers of the District or CFD No. 90-2 or authority with respect to the Bonds or the Bond Resolution or Agreement, or any action of the District or CFD No. 90-2 contemplated by any of said documents, or that would adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or the exemption of such interest from California personal income taxation.

l. "Blue Sky" Qualification; Investment Eligibility. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request (i) to qualify the Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate, and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions; provided that in connection therewith the District or CFD No. 90-2 shall not be required to file or execute a general or special consent to service of process or qualify to do business in any jurisdiction or to pay any filing or similar fees.

m. Continuing Disclosure Compliance. Except as otherwise specified in the Official Statement, at no time within the past five (5) years has the District failed to comply, in all material respects, with any previous continuing disclosure undertaking entered pursuant to Rule 15c2-12(b)(5) or otherwise.

n. No Debt Issues. Between the date hereof and the Closing Date, without the prior written consent of the Underwriter, CFD No. 90-2 will not have issued any bonds, notes, or other obligations for borrowed money or entered into any other obligations, except for such as may be described in or contemplated by the Official Statement.

o. Officials' Certificates. Any certificate signed by an official of the District authorized to do so shall be deemed a representation and warranty by the District and CFD No. 90-2 to the Underwriter as to the statements made therein.

p. No Arbitrage. The District and CFD No. 90-2 shall not take any action or fail to take any action, or permit any action or omission with regard to which the District or CFD No. 90-2 may exercise control, with respect to the proceeds of the Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Bonds would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, including the Treasury Regulations with respect thereto.

9. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the District and CFD No. 90-2 contained herein, upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing, and upon the performance by the District or CFD No. 90-2 of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the obligations of the Underwriter under this Bond Purchase Agreement to accept delivery of and to pay for the Bonds on the Closing Date shall be conditioned upon the accuracy in all material respects of the representations and warranties on the part of the District and CFD No. 90-2 contained herein as of the date hereof and as of the Closing Date, upon the accuracy in all material respects of the statements of the officers and other officials of the District made in any certificates or other documents furnished pursuant to the provisions hereof, and upon the performance by the District and CFD No. 90-2 of its obligations to be performed hereunder at or prior to the Closing Date, and also shall be subject to the following additional conditions:

a. Representations and Warranties. The representations and warranties of the District and CFD No. 90-2 contained herein shall be true, complete, and correct in all material respects on the date hereof and on and as of the Closing Date, as if made on the Closing Date.

b. Bond Resolution, Agreement, Bond Purchase Agreement, and Official Statement. At the Closing Date, the Bond Resolution, the Agreement and the Bond Purchase Agreement shall be in full force and effect, and, together with the Official Statement, shall be in the form previously submitted to the Underwriter, and shall not have been amended, modified, or supplemented, except as may have been agreed to in writing by the Underwriter, and the District or CFD No. 90-2 shall perform or have performed all of their respective obligations required under or specified in this Bond Purchase Agreement, the Official Statement, the Bond Resolution and the Agreement to be performed at or prior to the Closing.

c. Other Documents and Opinions. At or prior to the Closing Date, the Underwriter shall have received copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) Official Statement. The Official Statement and each supplement or amendment thereto, if any, executed on behalf of the District and CFD No. 90-2 by the

Superintendent, Deputy Superintendent, Business and Support Services or other authorized officer of the District;

(2) Resolutions. The Bond Resolution and the resolutions (i) establishing CFD No. 90-2, and (ii) confirming the results of the Election (the “Resolutions”), together with certificates of the Secretary of the Board dated as of the Closing Date, to the effect that each such resolution is a true, correct, and complete copy of the one duly adopted by the Board and that it has not been amended, modified, or rescinded (except as may have been agreed to by the Underwriter) and is in full force and effect as of the Closing Date;

(3) Final Approving Opinion of Bond Counsel and Reliance Letter. The approving opinion of Bowie, Arneson, Wiles & Giannone, Bond Counsel, dated the Closing Date and addressed to CFD No. 90-2, substantially in the form set forth in the Official Statement, together with a letter dated the Closing Date and addressed to the Underwriter to the effect that such opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it;

(4) Supplemental Opinion of Bond Counsel. A supplemental opinion of Bowie, Arneson, Wiles & Giannone, Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that:

(a) Validity of Bond Purchase Agreement. This Bond Purchase Agreement has been duly authorized, executed, and delivered by the District and on behalf of CFD No. 90-2, and, assuming due authorization, execution, and delivery by and enforceability against the Underwriter, constitutes a valid and binding agreement of the District and CFD No. 90-2, enforceable in accordance with its terms, except as such enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors’ rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases, and to the limitations on legal remedies against school districts in the State of California;

(b) Exemptions from Registration/Qualification. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(c) Accuracy of Summaries. The statements contained in the Official Statement under the captions “THE REFUNDING BONDS” (excluding the subcaption “DTC Book-Entry Only System”), “SECURITY AND SOURCES OF PAYMENT” (excluding the subcaptions “Property Taxation System” and “Alternative Method of Tax Apportionment” ), “LEGAL MATTERS - Tax Exemption,” and in APPENDIX C- SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT and APPENDIX F -- PROPOSED FORM OF OPINION OF BOND COUNSEL,” (excluding any material that may be treated as included under such captions by cross-reference insofar, and further excluding any financial, statistical and economic data, forecasts, numbers, charts, graphs, estimates, projections, assumptions as to which no opinion or view need be expressed) as such statements purport to summarize certain provisions of

the Law, the Agreement, the Bonds, and Bond Counsel’s opinion concerning certain federal and state tax matters relating to the Bonds, are accurate in all material respects;

(5) Disclosure Counsel Opinion. A letter of \_\_\_\_\_, as disclosure counsel to the District (“Disclosure Counsel”), addressed to the Underwriter and the District, to the effect that nothing has come to such counsel’s attention that would lead them to believe that the Official Statement, including the cover page as of its date and as of the Closing Date (but excluding therefrom the appendices thereto, financial statements and statistical data, and information regarding the DTC and its book entry system, as to which no opinion need be expressed) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(6) District Counsel Opinion. An opinion of the District Counsel dated the Closing Date and addressed to the Underwriter, to the effect that:

a. the District is a school district duly organized and validly existing under and by virtue of the Constitution and laws of the State of California;

b. each of the Resolutions was duly adopted at a meeting of the Board that was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout;

c. the District and CFD No. 90-2 as applicable have full right and lawful authority to adopt or enter into and perform its obligations under the Bond Resolution, the Agreement, the Bonds, and this Bond Purchase Agreement;

d. the Bond Resolution has been duly adopted, and the Agreement and this Bond Purchase Agreement have been duly authorized, executed, and delivered by the CFD No. 90-2 and the District, and assuming due authorization, execution, and delivery by and enforceability of this Bond Purchase Agreement against the Underwriter, constitute valid and binding obligations of CFD No. 90-2 or the District as applicable enforceable in accordance with their respective terms, subject to any limitations on enforcement due to any law affecting the enforceability of creditors’ rights generally, by the application of equitable principles, by the possible unavailability of specific performance or injunctive relief, and by the limitations on legal remedies imposed on actions by or against school districts in the State of California;

e. to such counsel’s current actual knowledge and after reasonable investigation (which did not include a search of federal, state, or other court or forum records), other than as disclosed in the Official Statement, there are no actions or proceedings against the District pending (service of process having been accomplished) or overtly threatened in writing, before any court, governmental agency, or arbitrator that (i) seek to restrain or enjoin the execution and delivery of the Bonds, or (ii) seek to affect the validity of the Bond Resolution, the Agreement, the Bonds, or the Bond Purchase Agreement;

f. the adoption of the Bond Resolution, the execution and delivery of the Agreement, the Bonds and the Bond Purchase Agreement by CFD No. 90-2, and compliance by CFD No. 90-2 or District as applicable with the provisions thereof, under the circumstances contemplated thereby, do not to such counsel's current actual knowledge after reasonable investigation constitute a material breach of the terms, conditions, or provisions of or constitute a default under any other material contract, undertaking, indenture, or other agreement by which the District or CFD No. 90-2 is bound;

(7) District Certificate. A certificate, dated the Closing Date and signed by the Superintendent, Deputy Superintendent, Business and Support Services or such other officer of the District as the Underwriter may approve, to the effect that:

a. the representations and warranties of the District and CFD No. 90-2 contained in this Bond Purchase Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

b. to the best knowledge of said officer, no event has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that it is necessary to disclose in the Official Statement so that the Official Statement is not untrue or misleading in any material respect; and

c. the District or CFD No. 90-2 has satisfied all the conditions on its part to be performed or satisfied under the Agreement and this Bond Purchase Agreement at and prior to the Closing Date;

(8) Fiscal Agent Certificate. A certificate dated the Closing Date of an authorized officer of the Fiscal Agent to the effect that:

a. the Fiscal Agent has duly accepted the duties of paying agent under the Agreement;

b. the Bonds were duly authenticated in the name and on behalf of the Fiscal Agent by authorized signatories of the Fiscal Agent; and

c. there are no actions or proceedings against the Fiscal Agent pending (service of process having been accomplished) or, to the best of the Fiscal Agent's knowledge, overtly threatened in writing, before any court, governmental agency, or arbitrator that (i) seek to restrain or enjoin the authentication or delivery of the Bonds, or (ii) seek to affect the validity of the Bonds;

(9) Escrow Agreement. An escrow agreement between CFD No. 90-2 and an escrow agent providing for the establishment of an escrow arrangement for the payment and redemption of the bonds to be refunded;

(10) Verification Report. A report of \_\_\_\_\_ verifying the accuracy of the computations establishing the sufficiency of the escrow to defease the bonds to be refunded;

(11) Tax Certificate. A tax certificate of the District in form and substance acceptable to Bond Counsel;

(12) Form 8038-G. Internal Revenue Service Form 8038-G;

(13) Rating Letters. Written evidence that \_\_\_\_\_ has assigned a rating of “\_\_\_\_” to the Bonds and that as of the Closing Date such rating has not been suspended, revoked, or downgraded;

(14) Financial Advisor Certificate. A certificate of Financial Advisor, dated as of the Closing Date, in form and substance satisfactory to Bond Counsel and the Underwriter, including certifications as to the net present value savings requirement under the Law, and to the effect that nothing has come to their attention that would lead them to believe that the Official Statement, including the cover page as of its date and as of the Closing Date contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(15) Underwriter’s Reoffering Price Certificate, other tax matters. A certificate of the Underwriter, dated as of the Closing Date, in form and substance satisfactory to Bond Counsel, concerning the reoffering prices of the Bonds and such other matters as Bond Counsel may request;

(16) Certificate Verifying Continuing Disclosure Compliance. A Certificate of \_\_\_\_\_, dated the closing date and in form and substance acceptable to the Underwriter, to the effect that the District is in compliance with all of its prior continuing disclosure undertakings entered into pursuant to Rule 15c2-12; and

(17) Other Opinions and Certificates. Such additional legal opinions, certificates and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the Closing Date, of the representations and warranties contained in this Bond Purchase Agreement and of the statements and information contained in the Official Statement, and to evidence the due performance or satisfaction by the District or CFD No. 90-2 at or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the District or CFD No. 90-2 in connection with the transactions contemplated hereby and by the Official Statement.

All the opinions, letters, certificates, instruments, and other documents mentioned in this section or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the terms hereof if, but only if, they are in form and substance satisfactory to the Underwriter.

If any of the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement shall not have been satisfied when and as required herein, or if the



obligations of the Underwriter to purchase, to accept delivery of, and to pay for the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be terminated by the Underwriter at, or at any time prior to, the Closing Date by written notice to the District. In such event, all obligations of the Underwriter and the District hereunder shall be terminated, except that the respective obligations of the District and the Underwriter set forth in Section 12 (Expenses) shall continue in full force and effect.

10. **Conditions to the Obligations of the District.** The obligation of CFD No. 90-2 to issue and deliver the Bonds on the Closing Date shall be subject, at the option of the District, to the Underwriter's performance of its obligations hereunder at or prior to the Closing Date and to the following additional conditions (any of which conditions may be waived by the District):

a. No order, decree, injunction, ruling, or regulation of any court, regulatory agency, public board, or body shall have been issued, nor shall any legislation have been enacted, with the purpose or effect, directly or indirectly, of prohibiting the offering, sale, or delivery of the Bonds as contemplated hereby or by the Official Statement; and

b. The opinions contemplated by Sections 9(c)(3) and (5) shall have been delivered substantially in the forms set forth herein.

11. **Termination.** The Underwriter shall have the right to terminate its obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds by notifying the District of its election to do so if, after the execution hereof and prior to the Closing, the market price or marketability of the Bonds at the initial offering prices set forth in **Exhibit A** hereto shall have been materially adversely affected, in the judgment of the Underwriter, because of:

a. legislation introduced in or enacted by the House of Representatives or the Senate of the Congress of the United States, or recommended to the Congress of the United States for passage by the President of the United States, or favorably reported for passage to either the House of Representatives or the Senate by any committee of either such body to which such legislation has been referred for consideration, a decision by a court established under Article III of the Constitution of the United States, or by the Tax Court of the United States, or a ruling, regulation, or order of the Treasury Department of the United States or the Internal Revenue Service made or proposed having the purpose or effect of imposing federal income taxation, or any other event that has occurred that resulted in the imposition of federal income taxation upon interest received on obligations of the general character of the Bonds;

b. any legislation, ordinance, rule, or regulation introduced in, or enacted by, any governmental body, department, or agency in the State of California, or a decision by any court of competent jurisdiction within the State of California that, in the Underwriter's judgment, materially adversely affects the market price of the Bonds;

c. a stop order, ruling, regulation or official statement by, or on behalf of the Securities and Exchange Commission proposed or made to the effect that the issuance, offering, or sale of the Bonds or obligations of the general character of the Bonds is in violation or would

be in violation unless registered or otherwise qualified under any provisions of the Securities Act of 1933, as amended and as then in effect (the “Securities Act”), or the Bonds are required to be registered under the Securities Exchange Act of 1934, as amended and as then in effect (the “Exchange Act”), or the Agreement is required to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the “Trust Indenture Act”);

d. legislation introduced in or enacted by the House of Representatives or the Senate of the Congress of the United States of America, or a decision by a court of the United States of America, or a ruling, regulation, or official statement by or on behalf of the Securities and Exchange Commission (including a no-action or interpretive letter of the staff thereof) or other governmental agency having jurisdiction of the subject matter made or proposed to the effect that the Bonds or an obligation or obligations of the general character of the Bonds are not exempt from registration, qualification or other requirements of the Securities Act, the Exchange Act, or the Trust Indenture Act;

e. declaration of a general banking moratorium by federal, State of California, or State of New York authorities;

f. a general suspension of trading on the New York Stock Exchange;

g. an outbreak of hostilities or an escalation of existing hostilities or occurrence of any other national or international calamity or crisis;

h. imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, as to the Bonds or similar obligations, of any material restrictions not now in force, or material increase in those now in force, with respect to the extension of credit by or the charge to the net capital requirements of underwriters;

i. any litigation instituted, pending, or threatened to restrain or enjoin the issuance or sale of the Bonds or in any way contesting or affecting any authority for or the validity of the Bonds or the existence or powers of the District or CFD No. 90-2; or

j. any requirement, in the opinion of counsel to the Underwriter, that the contemplated distribution of the Bonds must be registered under the Securities Act or the Agreement must be qualified under the Trust Indenture Act.

12. **Expenses.**

a. **District’s Expenses.** Whether or not the Underwriter accepts delivery of and pays for the Bonds as set forth herein, the Underwriter shall be under no obligation to pay and the District shall pay or cause to be paid (out of the proceeds of the Bonds or any other legally available funds of CFD No. 90-2 or the District):

(1) all expenses incident to the delivery of the Bonds, including, but not limited to, the cost of preparing and delivering the Bonds to the Underwriter;

(2) the cost of preparation, printing (and/or word processing and reproduction), distribution, and delivery of the Bond Resolution, the Agreement, the Preliminary Official Statement, and the Official Statement and drafts of any thereof in reasonable quantities as requested by the Underwriter;

(3) the fees and expenses in connection with obtaining ratings for the Bonds; and

(4) subject to the terms of any fee agreement with such parties, the fees and disbursements of the Financial Advisor, the Fiscal Agent, Bond Counsel, Disclosure Counsel, the special tax consultant, the escrow verification agent, and any other experts or consultants the District has retained in connection with the issuance of the Bonds.

b. Underwriter’s Expenses. Whether or not the Underwriter accepts delivery of and pays for the Bonds as set forth herein, the District and CFD No. 90-2 shall be under no obligation to pay and the Underwriter shall pay:

(1) the fees and expenses of Underwriter’s counsel;

(2) all expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds, including all advertising expenses and “blue sky” filing fees;

(3) the cost of preparation and printing (and/or word processing and reproduction) of the “blue sky” and legal investment memoranda, if any;

(4) the expense of providing immediately available funds in accordance with Section 3 (Closing) hereof, whether by wire transfer or federal funds check;

(5) the fees of CUSIP and CDIAC in connection with the Bonds;

(6) any MSRB or PSA fees in connection with the Bonds;

(7) [the cost of the premium for municipal bond insurance, if any]; and

(8) the fees of The Depository Trust Company.

13. Notices. Any notices, requests, directions, instruments or other communications required or permitted to be given hereunder, shall be in writing and shall be given when delivered, against a receipt, or mailed certified or registered, postage prepaid, to the District and the Underwriter at their respective addresses below:

If to District: Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
Attn: Clark Hampton, Deputy Superintendent,

Business and Support Services  
Tel. (949) 234-9211

If to Underwriter: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ CA \_\_\_\_\_  
Attn: \_\_\_\_\_  
Tel. (\_\_\_\_) \_\_\_\_-\_\_\_\_\_

provided, however, that all such notices, requests or other communications may be made by the telephone and promptly confirmed by writing. The District and the Underwriter may, by notice given as aforesaid, specify a different address for any such notices, requests or other communications.

14. **Survival of Representations and Warranties.** The representations and warranties of the District and CFD No. 90-2, and the Underwriter, set forth in or made pursuant to this Bond Purchase Agreement, shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Bond Purchase Agreement and regardless of any investigations made concerning such representations and statements of the District and CFD No. 90-2 or the Underwriter and regardless of delivery of and payment for the Bonds.

15. **Parties In Interest; Non-Assignability.** This Bond Purchase Agreement is made solely for the benefit of the District and CFD No. 90-2 (Improvement Area) and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any rights hereunder or by virtue hereof. This Bond Purchase Agreement shall not be assigned by the District.

16. **Applicable Law.** This Bond Purchase Agreement shall be governed by the laws of the State of California.

17. **No Prior Agreements; Entire Agreement.** This Bond Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of the Bonds and represents the entire agreement of the parties as to the subject matter herein.

18. **Counterparts.** This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same agreement.

19. **Effective.** This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by CFD No. 90-2 and shall be valid and enforceable each of the time of such acceptance.

Very truly yours,

**[UNDERWRITER]**

By \_\_\_\_\_  
Authorized Representative

Terms and Conditions of this Bond Purchase Agreement  
Approved and Accepted on \_\_\_\_\_, 2013.

CAPISTRANO UNIFIED SCHOOL DISTRICT, for itself and  
COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Authorized Representative

**EXHIBIT A**

The Bonds mature and bear interest as set forth in the following schedule:

<b><u>Maturity Date</u></b> <b><u>(September 1)</u></b>	<b><u>Principal Amount</u></b>	<b><u>Interest Rate</u></b>	<b><u>Yield</u></b>
	\$	%	%

The 20\_\_ Term Bonds shall be subject to mandatory sinking fund redemption on the dates and in the amounts set forth in the following schedule:

<b>Sinking Fund Redemption Date (September 1)</b>	<b>Principal Amount</b>
---	-------------------------

\$

20\_\_





NEW ISSUE  
DTC BOOK-ENTRY ONLY

S&P Rating: “\_\_\_”  
See “RATING” herein

*In the opinion of Bowie, Arneson, Wiles & Giannone, Newport Beach, California, Bond Counsel, subject however, to certain qualifications described herein, under existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”). In the further opinion of Bond Counsel, interest on the Bonds is not an item of tax preference for purposes of federal alternative minimum taxes imposed on individuals and corporations, although Bond Counsel observes that such interest is included as an adjustment in the calculation of federal corporate alternative minimum taxable income and may therefore affect a corporation’s alternative minimum tax liabilities. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income taxation. Bond Counsel expresses no other opinion regarding or concerning any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See “LEGAL MATTERS - Tax Exemption.”*

\$\_\_\_\_,000\*

COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
(IMPROVEMENT AREA NO. 2002-1)  
SERIES 2013 SPECIAL TAX REFUNDING BONDS

**DATED: Date of Delivery**

**DUE: September 1, as shown below**

*The bonds captioned above (the “Bonds” or “Refunding Bonds”) in the aggregate principal amount of \$\_\_\_\_,000\* are being issued under the Mello-Roos Community Facilities Act of 1982 (the “Law”), the Resolution (as defined herein), and a Fiscal Agent Agreement dated as of July 1, 2013 (the “Fiscal Agent Agreement”), by and between the Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) (the “District”) and U.S. Bank National Association (the “Fiscal Agent”), to refund on a current basis the Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) Series 2003 Special Tax Bonds (Improvement Area No. 2002-1) (the “2003 Bonds”). See “PLAN OF REFUNDING” herein.*

*The Refunding Bonds are payable from the proceeds of an annual Special Tax being levied on and collected from property within Improvement Area No. 2002-1 of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) (the “Improvement Area”) according to the rate and method of apportionment determined by a formula approved by the landowners within the Improvement Area (see “SECURITY AND SOURCE OF PAYMENT—The Special Tax” and “APPENDIX B—RATE AND METHOD OF APPORTIONMENT” herein). The Refunding Bonds are secured by a first pledge of the revenues derived from the Net Taxes (as defined herein) and the moneys on deposit in certain funds held under the Fiscal Agent Agreement.*

*THE REFUNDING BONDS, THE INTEREST THEREON, AND ANY PREMIUMS PAYABLE ON THE REDEMPTION OF ANY OF THE REFUNDING BONDS, ARE NOT AN INDEBTEDNESS OF CAPISTRANO UNIFIED SCHOOL DISTRICT (THE “SCHOOL DISTRICT”), THE DISTRICT, THE STATE OF CALIFORNIA (THE “STATE”) OR ANY OF ITS POLITICAL SUBDIVISIONS, AND NEITHER THE SCHOOL DISTRICT, THE DISTRICT (EXCEPT TO THE LIMITED EXTENT DESCRIBED IN THIS OFFICIAL STATEMENT), THE STATE NOR ANY OF ITS POLITICAL SUBDIVISIONS IS LIABLE ON THE REFUNDING BONDS. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE SCHOOL DISTRICT, THE DISTRICT (EXCEPT TO THE LIMITED EXTENT DESCRIBED IN THIS OFFICIAL STATEMENT), OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE REFUNDING BONDS. OTHER THAN THE NET TAXES (AS DEFINED HEREIN), NO TAXES ARE PLEDGED TO THE PAYMENT OF THE REFUNDING BONDS. THE REFUNDING BONDS ARE NOT A GENERAL OBLIGATION OF THE DISTRICT, BUT ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE NET TAXES AS MORE FULLY DESCRIBED IN THIS OFFICIAL STATEMENT.*

*The Refunding Bonds are being issued as fully registered bonds, without coupons, and when delivered will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Refunding Bonds. Individual purchases of the Refunding Bonds will be made in book-entry-only form and only in authorized denominations, as described in this Official Statement. So long as Cede & Co. is the registered owner of the Refunding Bonds, principal of and interest and any premium on the Refunding Bonds will be made by the Fiscal Agent to DTC for subsequent disbursement to DTC Participants who will remit such payments to the Beneficial Owners of the Refunding Bonds. See “THE REFUNDING BONDS—DTC Book-Entry-Only” herein.*

*Interest on the Refunding Bonds is first payable on March 1, 2014, and semiannually thereafter on March 1 and September 1 of each year. The Refunding Bonds are subject to redemption prior to maturity (see “THE REFUNDING BONDS—Redemption Provisions”).*

*THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT INTENDED TO BE A SUMMARY OF ALL FACTORS RELEVANT TO AN INVESTMENT IN THE REFUNDING BONDS. INVESTORS SHOULD READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION. CAPITALIZED TERMS USED ON THIS COVER PAGE NOT OTHERWISE DEFINED WILL HAVE THE MEANINGS SET FORTH HEREIN.*

MATURITY SCHEDULE  
(See Inside Cover)

*The Refunding Bonds are being purchased for reoffering by \_\_\_\_\_ as Underwriter of the Refunding Bonds. The Refunding Bonds are offered when, as and if issued by the District and received by the Underwriter, subject to approval as to legality by Bowie, Arneson, Wiles & Giannone, Newport Beach, California, Bond Counsel. It is anticipated that the Refunding Bonds, in definitive form, will be available for delivery through the facilities of DTC in New York, New York on or about July 31, 2013.*

This Official Statement is dated \_\_\_\_\_, 2013

\* Preliminary; subject to adjustment.

The information contained herein is subject to completion or amendment. These statements may not be sold, nor may they offer, to buy or acquire, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall it be, in any jurisdiction in which such offer, solicitation or sale would be unlawful under the securities laws of such jurisdiction.

MATURITY SCHEDULE

\$\_\_\_\_,\_\_\_\_,000<sup>\*</sup>

COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE  
 CAPISTRANO UNIFIED SCHOOL DISTRICT  
 (IMPROVEMENT AREA NO. 2002-1)  
 SERIES 2013 SPECIAL TAX REFUNDING BONDS

Maturity Date September 1	Principal Amount <sup>*</sup>	Coupon Interest Rate	Reoffering Price or Yield	CUSIP <sup>†</sup>
2014	\$ ____ ,000	____ %	____ %	
2015	____ ,000	____	____	
2016	____ ,000	____	____	
2017	____ ,000	____	____	
2018	____ ,000	____	____	
2019	____ ,000	____	____	
2020	____ ,000	____	____	
2021	____ ,000	____	____	
2022	____ ,000	____	____	
2023	____ ,000	____	____	
2024	____ ,000	____	____	
2025	____ ,000	____	____	
2026	____ ,000	____	____	
2027	____ ,000	____	____	
2028	____ ,000	____	____	
2029	____ ,000	____	____	
2030	____ ,000	____	____	
2031	____ ,000	____	____	
2032	____ ,000	____	____	
2033	____ ,000	____	____	

<sup>\*</sup> Preliminary; subject to adjustment

<sup>†</sup> CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the District nor the Underwriter is responsible for the selection or correctness of the CUSIP numbers set forth herein.

THIS OFFICIAL STATEMENT IS SUBMITTED WITH RESPECT TO THE SALE OF THE REFUNDING BONDS REFERRED TO HEREIN AND MAY NOT BE REPRODUCED OR USED, IN WHOLE OR IN PART, FOR ANY OTHER PURPOSE. THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT WITH THE PURCHASERS OF THE REFUNDING BONDS.

THE REFUNDING BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, IN RELIANCE UPON EXCEPTIONS THEREIN FOR THE ISSUANCE AND SALE OF MUNICIPAL SECURITIES. THE REFUNDING BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAW OF ANY STATE.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL NOR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THE REFUNDING BONDS BY A PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE AN OFFER, SOLICITATION OR SALE.

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED HEREIN, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DISTRICT.

THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE DISTRICT AND OTHER SOURCES THAT ARE BELIEVED TO BE RELIABLE, BUT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT OR SCHOOL DISTRICT SINCE THE DATE HEREOF.

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, THEIR RESPONSIBILITIES UNDER FEDERAL SECURITIES LAWS, AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS FO SUCH INFORMATION.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED SUCH AS "PLAN," "EXPECT," "ESTIMATE," "PROJECT," "BUDGET" OR SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVES KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED CHANGE.

IN CONNECTION WITH THE OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE REFUNDING BONDS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE REFUNDING BONDS TO CERTAIN DEALERS, INSTITUTIONAL INVESTORS, BANKS OR OTHERS AT PRICES LOWER OR HIGHER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

\$\_\_\_\_,\_\_\_\_,000<sup>\*</sup>  
COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
(IMPROVEMENT AREA NO. 2002-1)  
SERIES 2013 SPECIAL TAX REFUNDING BONDS

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SCHOOL DISTRICT BOARD OF TRUSTEES

John M. Alpay, President  
Lynn Hatton, Vice President  
Anna Bryson, Clerk  
Ellen M. Addonizio, Member  
Amy Hanack, Member  
Dr. Gary Pritchard, Member  
Jim Reardon, Member

SCHOOL DISTRICT ADMINISTRATION

Dr. Joseph M. Farley, Superintendent  
Clark Hampton, Deputy Superintendent, Business & Support Services

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California 92675  
(949) 234-9200

BOND COUNSEL

Bowie, Arneson, Wiles & Giannone  
4920 Campus Drive  
Newport Beach, California 92660  
(949) 851-1300

DISCLOSURE COUNSEL

[TO COME]

FINANCIAL ADVISOR

Government Financial Strategies inc.  
1228 N Street, Suite 13  
Sacramento, California 95814  
(916) 444-5100

SPECIAL TAX CONSULTANT

David Taussig & Associates, Inc.  
5000 Birch Street, Suite 6000  
Newport Beach, California 92660  
(949) 955-1500

FISCAL AGENT

U.S. Bank National Association  
633 West Fifth Street, 24<sup>th</sup> Floor  
Los Angeles, CA 90071  
(213) 615-6052

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<sup>\*</sup> Preliminary; subject to adjustment

\$\_\_\_\_,\_\_\_\_,000\*

COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE  
 CAPISTRANO UNIFIED SCHOOL DISTRICT  
 (IMPROVEMENT AREA NO. 2002-1)  
 SERIES 2013 SPECIAL TAX REFUNDING BONDS

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## OFFICIAL STATEMENT

\$ \_\_, \_\_, 000<sup>\*</sup>  
COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
(IMPROVEMENT AREA NO. 2002-1)  
SERIES 2013 SPECIAL TAX REFUNDING BONDS

### INTRODUCTION

#### General

The purpose of this Official Statement is to provide certain information concerning the sale and delivery of an issue of bonds designated as the Community Facilities District No. 90-2 of the Capistrano Unified School District (Improvement Area No. 2002-1) Series 2013 Special Tax Refunding Bonds (the “Bonds” or “Refunding Bonds”).

This “INTRODUCTION” is not a summary of this Official Statement. It is only a brief description of and guide to this Official Statement and is qualified by more complete and detailed information contained in the entire Official Statement, which includes the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Refunding Bonds to potential investors is made only by means of this entire Official Statement.

Capitalized terms used but not defined in this Official Statement have the definitions given in the Fiscal Agent Agreement (as defined below).

#### The School District

The Capistrano Unified School District (the “School District”) is a political subdivision of the State of California (the “State”) and is governed by a seven member Board of Trustees (the “Board”). Founded in 1965, the School District encompasses 195 square miles in seven cities and a portion of the unincorporated area of Orange County (the “County”). The District includes all or part of the cities of San Clemente, Dana Point, San Juan Capistrano, Laguna Niguel, Aliso Viejo, Mission Viejo and Rancho Santa Margarita, and the communities of Las Flores, Coto de Caza, Dove Canyon, Ladera Ranch, and Wagon Wheel.

The School District provides kindergarten through 12<sup>th</sup> grade public education to more than 49,000 students on 55 campuses. See “THE SCHOOL DISTRICT” herein.

#### The District

Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) (the “District”) is a community facilities district organized by the Board in 1990 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Sections 53311 et seq. of the State Government Code (the “Law”). Pursuant to the Law, the seven members of the Board serve as the legislative body of the District (the “Legislative Body”) by virtue of their election to the Board.

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\* Preliminary; subject to adjustment

The District consists of approximately 2,149 gross acres of land located in the southwesterly portion of the School District and in the southwesterly portion of Orange County in the City of San Clemente. The land within the District is part of the approximately 3,510-acre Talega Valley Development (the "Talega Project"). See "THE DISTRICT" herein.

#### The Improvement Area

In 2002, the Board conducted proceedings pursuant to the Law to designate portions of then undeveloped property in the District as Improvement Area No. 2002-1 (the "Improvement Area"). The Improvement Area consists of approximately 1,090 acres. See "THE IMPROVEMENT AREA" herein.

#### Authority for Issuance

Pursuant to the Law, the Board adopted resolutions on June 24, 2002, confirming the establishment of the Improvement Area and calling for an election to authorize the issuance of bonds and the levying of a special tax within the Improvement Area. On June 24, 2002, at a special election held pursuant to the Law, voters within the boundaries of the Improvement Area authorized the issuance of up to \$50,000,000 principal amount of special tax bonds to finance certain road and related facilities of the City of San Clemente and certain school facilities within the Improvement Area (the "2002 Authorization").

On November 5, 2003, the District issued \$49,675,000 Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) Series 2003 Special Tax Bonds (Improvement Area No. 2002-1) (the "2003 Bonds").

The Refunding Bonds in the principal amount of \$\_\_\_\_,\_\_\_\_,000\* are being issued pursuant to a resolution adopted by the Board on June 26, 2013 (the "Resolution") and a fiscal agent agreement (the "Fiscal Agent Agreement") dated as of July 1, 2013, between the District and U.S. Bank National Association (the "Fiscal Agent").

#### Purpose of Issue

Proceeds of the Refunding Bonds will be applied (i) to refund on a current basis the 2003 Bonds, (ii) to fund a debt service reserve fund for the Refunding Bonds and (iii) to pay costs of issuance of the Refunding Bonds. See "PLAN OF REFUNDING" herein.

#### Source of Payment

The Board annually levies special taxes on real property in the Improvement Area (the "Special Taxes") in accordance with the Rate and Method of Apportionment for Improvement Area No. 2002-1 of the Capistrano Unified School District Community Facilities District No. 90-2 (Talega) (the "Rate and Method"). Payments of principal of and interest and any premium on the Refunding Bonds are secured by and payable from a first pledge of the net proceeds of the Special Taxes (as more specifically defined in the Fiscal Agent Agreement, the "Net Taxes"). See "SECURITY AND SOURCE OF PAYMENT—The Special Tax" and "APPENDIX B—RATE AND METHOD OF APPORTIONMENT" herein.

The Refunding Bonds will additionally be secured by certain funds and accounts established and held under the Fiscal Agent Agreement. See "SECURITY AND SOURCE OF PAYMENT" herein.

#### Limited Obligations

Neither the faith and credit nor the general taxing power of the District (except to the limited extent described in this Official Statement), the School District, the County, the State nor any political subdivision thereof is pledged for the payment of the Refunding Bonds. The Refunding Bonds are not general obligations of the District or the School District, but are limited obligations of the District payable solely from Net Taxes and other sources described in the Fiscal Agent Agreement. See "SPECIAL RISK FACTORS—Not a General Obligation of the District or School District" herein.

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\* Preliminary; subject to adjustment

### Description of the Bonds

The Refunding Bonds will be dated their date of delivery and will be issued as fully registered bonds, without coupons, in book-entry form only. The Refunding Bonds will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”). Payments of the principal of and interest on the Refunding Bonds will be made by the Fiscal Agent as paying agent, registrar and transfer agent on the Refunding Bonds to DTC for subsequent disbursement to the Beneficial Owners (as defined herein) of the Refunding Bonds. See “THE REFUNDING BONDS—DTC Book-Entry-Only” herein.

The Refunding Bonds are issued as current interest bonds in denominations of \$5,000 principal amount, or any integral multiple thereof, and mature on September 1 in each of the years and in the amounts set forth on the inside cover page hereof. Interest with respect to the Refunding Bonds is payable on March 1 and September 1 of each year, commencing March 1, 2014. Interest on the Refunding Bonds is computed on the basis of a 360-day year of twelve 30-day months. See “THE REFUNDING BONDS” herein.

### I Bond Insurance

[TO COME]

### I Risk Factors

Investment in the Refunding Bonds involves risks that may not be appropriate for some investors. See “SPECIAL RISK FACTORS” for a discussion of certain risk factors which should be considered, in addition to the other matters set forth in this Official Statement, in considering the investment quality of the Refunding Bonds.

### Professionals Involved

Government Financial Strategies inc., Sacramento, California has acted as financial advisor (the “Financial Advisor”) with respect to the issuance, sale and delivery of the Refunding Bonds. See “FINANCIAL ADVISOR” herein. All proceedings in connection with the issuance of the Refunding Bonds are subject to the approving legal opinion of Bowie, Arneson, Wiles & Giannone, Newport Beach, California (“Bond Counsel”). [Disclosure Counsel] (“Disclosure Counsel”) will act as disclosure counsel with respect to the Refunding Bonds. U.S. Bank National Association will act as Fiscal Agent with respect to the Refunding Bonds and escrow agent (“Escrow Agent”) with respect to the 2003 Bonds. David Taussig & Associates, Inc., Newport Beach, California will act as special tax consultant with respect to the Refunding Bonds. Bond Counsel, Disclosure Counsel, Fiscal Agent and Escrow Agent will receive compensation from the District contingent upon the sale and delivery of the Refunding Bonds.

### Other Information

This Official Statement may be considered current only as of its date that has been made a part of the cover page hereof, and the information contained herein is subject to change. A summary of the Refunding Bonds, the Improvement Area, the District and the School District, together with descriptions of certain provisions of the Resolution and the Fiscal Agent Agreement, are included in this Official Statement. The descriptions herein do not purport to be comprehensive or definitive. All references herein to the Refunding Bonds, the Resolution and the Fiscal Agent Agreement are qualified in their entirety by reference to such documents.

Copies of the Resolution, the Fiscal Agent Agreement, audited financial statements, annual budgets and or any other information which may be considered informative regarding the sale and delivery of the Refunding Bonds and which is generally available to the School District will be made available for public inspection by contacting the School District through the office of the Deputy Superintendent, Business & Support Services at the address and telephone set forth on page “iv” of this Official Statement, or by contacting the Financial Advisor at address and telephone set forth on page “iv” of this Official Statement.

## THE REFUNDING BONDS

### Authority for Issuance

The Law was enacted by the State Legislature to provide an alternative method of financing certain essential public capital facilities and services. Once duly established by the legislative body of a local agency, a community facilities district is a legally constituted governmental entity within defined boundaries, with the governing board or legislative body of the local agency acting on its behalf. Subject to approval by a two-thirds vote of qualified electors and compliance with the provisions of the Law, a legislative body of a local agency may issue bonds for a community facilities district and may levy and collect a special tax within such district to repay such indebtedness.

Pursuant to the Law, the Board adopted resolutions on June 24, 2002, confirming the establishment of the Improvement Area and calling for an election to authorize the issuance of bonds and the levying of a special tax within the Improvement Area. On June 24, 2002, at a special election held pursuant to the Law, voters within the boundaries of the Improvement Area approved the 2002 Authorization.

The text of the two propositions comprising the 2002 Authorization, both of which passed with more than two-thirds of the votes cast in favor of the propositions, was as follows:

#### PROPOSITION A:

*Shall Improvement Area No. 2002-1 of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) (the "Improvement Area") incur an indebtedness and issue bonds in the maximum principal amount of \$50,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolutions No. 0102-91 and 0102-92 of the Board of Trustees of the Capistrano Unified School District designating the Improvement Area?*

#### PROPOSITION B:

*Shall a special tax with a rate and method of apportionment as provided in Resolution No. 0102-91 of the Board of Trustees of the Capistrano Unified School District for Improvement Area No. 2002-1 of Community Facilities District No. 90-2 be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolutions No. 0102-91 and 0102-92, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?*

On November 5, 2003, the District issued the 2003 Bonds authorized at the 2002 Authorization. The Refunding Bonds are being issued under and pursuant to the provisions of the Law and pursuant to the Resolution and Fiscal Agent Agreement to refund the 2003 Bonds on a current basis.

### Form and Registration

The Refunding Bonds will be dated their date of delivery and will be issued as fully registered bonds, without coupons, in book-entry form only. The Fiscal Agent agrees to keep and maintain for and on behalf of the District at the Fiscal Agent office, books and records (herein referred to as the "Bond Register") for recording the names and addresses of the owners (the "Registered Owners"), the transfer, exchange, and replacement of the Refunding Bonds, and the payment of the principal of and interest and any premium on the Refunding Bonds to the Registered Owners and containing such other information as may be reasonably required by the District and subject to such reasonable regulations as the District and the Fiscal Agent may prescribe. All transfers, exchanges, and replacement of Refunding Bonds shall be noted in the Bond Register.

The Refunding Bonds will be initially issued and registered in the name of Cede & Co. as nominee of DTC. Purchases of Refunding Bonds under the DTC book-entry system must be made by or through a DTC participant, and ownership interests in Refunding Bonds will be recorded as entries on the books of said participants. Except in the event that use of this book-entry system is discontinued for the Refunding Bonds, Beneficial Owners (as defined herein) will not receive physical certificates representing their ownership interests.

In the event (i) DTC determines not to continue to act as a securities depository for the Refunding Bonds, or (ii) DTC shall no

longer so act and gives notice to the District of such determination, then the District will discontinue the book-entry system with DTC. If the District determines to replace DTC with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered Refunding Bond, per maturity, registered in the name of such successor or substitute qualified securities depository or its nominee. If the District fails to identify another qualified securities depository to replace DTC, then the Refunding Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Cede & Co., but shall be registered in whatever name or names owners of the Refunding Bonds transferring or exchanging Refunding Bonds shall designate, and the District shall prepare and deliver Refunding Bonds to the owners thereof for such purposes.

#### Payment of Principal and Interest

The Refunding Bonds are issued as current interest bonds in denominations of \$5,000 principal amount, or any integral multiple thereof, and mature on September 1 in each of the years and in the amounts set forth on the inside cover page hereof. Interest with respect to the Refunding Bonds is payable on March 1 and September 1 of each year (each, an "Interest Payment Date"), commencing March 1, 2014. Interest on the Refunding Bonds is computed on the basis of a 360-day year of twelve 30-day months.

The principal of and interest and any premium on the Refunding Bonds will be paid in lawful money of the United States of America by the Fiscal Agent to DTC, who will, in turn, disburse such payment to direct and indirect participants of DTC for subsequent disbursement to Beneficial Owners. The principal of the Refunding Bonds is payable upon maturity or prior redemption of a Refunding Bond upon its surrender at the principal office of the Fiscal Agent.

Interest on the Refunding Bonds shall be payable from the Interest Payment Date next preceding the date of authentication, unless (i) such date of authentication is an Interest Payment Date, in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after 15th day of the calendar month preceding an Interest Payment Date, whether or not such day is a business day (the "Record Date") but prior to the immediately succeeding Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) the date of authentication is prior to the close of business on the first Record Date, in which event interest will be payable from the dated date; provided, however, that if at the time of authentication of the Refunding Bonds, interest is in default, interest on the Refunding Bonds shall be payable from the last date on which the interest has been paid or made available for payment, or if no interest has been paid or made available for payment, interest shall be payable from the dated date. Interest on the Refunding Bonds shall be paid to the person whose name shall appear in the Bond Register as the Registered Owner of such Refunding Bonds as of the close of business on the Record Date. Such interest shall be paid by check of the Fiscal Agent mailed on the Interest Payment Date to such Registered Owner by first class mail at his or her address, postage prepaid, as it appears on the Bond Register as of the Record Date; provided that, in the case of an Registered Owner of \$1,000,000 or more in aggregate principal amount of the Refunding Bonds, upon the Fiscal Agent's receipt of written request of such Registered Owner prior to the Record Date accompanied by wire transfer instructions, such interest shall be paid on the Interest Payment Date in immediately available funds by wire transfer to an account in the United States.

So long as Cede & Co. or its registered assignee is the Registered Owner of the Refunding Bonds, payments of principal of and interest on the Refunding Bonds shall be made by wire transfer.

#### Transfer and Exchange

In the event that the book-entry system as described above is no longer used with respect to the Refunding Bonds, the following provisions will govern the transfer and exchange of the Refunding Bonds.

The Refunding Bonds may be transferred upon the Bond Register by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Refunding Bond for cancellation at the principal office of the Fiscal Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Fiscal Agent and duly executed by the Registered Owner or his or her duly authorized attorney. Refunding Bonds may be exchanged at the principal office of the Fiscal Agent for a like aggregate principal amount and maturity of Refunding Bonds of other authorized denominations. The Fiscal Agent may charge the Registered Owner any tax or other governmental charge required with respect to such transfer or exchange. The cost of printing the Refunding Bonds and any services rendered or expenses incurred by the Fiscal Agent in connection with any transfer or exchange thereof shall be paid by the District.

Whenever any Refunding Bonds shall be surrendered for registration of transfer or exchange, the District shall execute, and the Fiscal Agent shall authenticate and deliver, a new Refunding Bond, for a like aggregate principal amount and maturity; provided, that the Fiscal Agent shall not be required to register transfers or make exchanges of (i) Refunding Bonds for a period of 15 days next preceding the date established by the Fiscal Agent for selection of the Refunding Bonds to be redeemed, or (ii) any Refunding Bond chosen for redemption.

Redemption Provisions

*Optional Redemption.* The Refunding Bonds maturing on or after September 1, 2024, may be redeemed prior to maturity at the option of the District on any date on or after September 1, 2023, in whole, or in part from such maturities as are selected by the District in writing and by lot within a maturity, at redemption price equal to the principal amount of the Refunding Bonds to be redeemed, together with accrued interest to the date fixed for redemption, without premium.

*Special Mandatory Redemption from Special Tax Prepayments.* The Refunding Bonds are subject to special mandatory redemption prior to their stated maturities on any Interest Payment Date for which timely notice can be given, in whole or in part, from such maturities as are selected by the District in writing, and by lot within a maturity, in integral multiples of \$5,000, from Special Tax prepayments, at the redemption prices set forth below, which are expressed as a percentage of the principal amount thereof, together with accrued interest to the date fixed for redemption

<b>Redemption Date</b>	<b>Redemption Price</b>
Any Interest Payment Date through March 1, 2021	103%
September 1, 2021, and March 1, 2022	102
September 1, 2022, and March 1, 2023	101
September 1, 2023, and any Interest Payment Date thereafter	100

*[Mandatory Sinking Fund Redemption.* The Refunding Bonds maturing by their terms on September 1, 20\_\_\_, (the “Term Bonds”), are subject to mandatory sinking fund redemption by the District prior to their maturity, in part by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, if any, without premium, solely from mandatory sinking fund payments as provided in the Fiscal Agent Agreement, on each September 1, but which amounts will be reduced proportionately by the principal amount of all such Term Bonds optionally redeemed.

Community Facilities District No. 90-2 of the  
Capistrano Unified School District  
(Improvement Area No. 2002-1)  
Series 2013 Special Tax Refunding Bond Term Bonds

Year Ending September 1	Sinking Fund Amount	Year Ending September 1	Sinking Fund Amount
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*Notice of Redemption.* At least 30 days but no more than 60 days prior to the redemption date, the Fiscal Agent shall mail by first class mail, postage prepaid, to the respective Registered Owner a notice of redemption (“Notice of Redemption”). Such Notice of Redemption shall: (a) specify the CUSIP numbers and serial numbers of the Refunding Bonds selected for redemption, except that where all the Refunding Bonds or all Refunding Bonds of a single maturity are subject to redemption, the serial numbers thereof need not be specified; (b) state the original issue date, the interest rate and the maturity date of the Refunding Bond selected for redemption; (c) state the date fixed for redemption; (d) state the redemption price; (e) state the place or places where the Refunding Bonds are to be redeemed; and (f) in the case of Refunding Bonds to be redeemed only in part, state the portion of such Refunding Bond which is to be redeemed. Such notice shall further state that, on the date fixed for redemption, there shall become due and payable on each Refunding Bond or portion thereof called for redemption the principal thereof, together with any premium, and interest accrued to the redemption date, and that, from and after such date, interest thereon shall cease to accrue and be payable. The actual receipt by the Registered Owner of any Refunding Bond of notice of such redemption shall not be a condition precedent thereto, and neither failure to receive such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such Refunding Bond, or the cessation of interest on the redemption date.

*Additional Notice.* In addition to the Notice of Redemption, further notice shall be given by the Fiscal Agent as set out below, but neither defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

1. Each further notice of redemption given hereunder shall contain the information required above for a Notice of Redemption plus (i) the date of issue of the Refunding Bonds as originally issued; (ii) the rate of interest borne by each Refunding Bond being redeemed; and (iii) any other descriptive information needed to identify accurately the Refunding Bonds being redeemed.

2. Each further notice of redemption shall be sent at least 30 days before the redemption date to DTC and, upon written request of the District, to any other registered depository then in the business of holding substantial amounts of obligations of types comprising the Refunding Bonds and to the Electronic Municipal Market Access (“EMMA”) system of the Municipal Securities Rulemaking Board (“MSRB”) or at the request of the District, any other information services that disseminate notice of redemption of obligations such as the Refunding Bonds.

*Contingent Redemption Notice and Rescission of Redemption.* Any notice of optional redemption may specify that redemption of the Bonds designated for redemption on the specified date will be subject to the receipt by the District or the Fiscal Agent, as applicable, of moneys sufficient to cause such redemption, and neither the District nor the Fiscal Agent will have any liability to the Bondowners, or any other party, as a result of the District’s failure to redeem the Refunding Bonds designated for redemption as a result of insufficient moneys therefor.

Any notice of optional redemption may be cancelled and annulled if for any reason funds are not, or will not, be available on the date fixed for redemption for the payment in full of the Refunding Bonds then called for redemption. Such cancellation and annulment is not a default under the Fiscal Agent Agreement. The District will not have any liability to the Bondowners, or any other party, as a result of the District’s failure to redeem the Refunding Bonds designated for redemption as a result of insufficient moneys therefore.

Additionally, the District may rescind any optional redemption of the Refunding Bonds, and notice thereof, for any reason on any date prior to the date fixed for such redemption by causing written notice of the rescission to be given to the Bondowners so called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by a Bondowner of notice of such rescission will not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice will not affect the validity of the rescission. Neither the District nor the Fiscal Agent will have any liability to a Bondowner, or any other party, as a result of the District’s decision to rescind redemption of any Refunding Bonds pursuant to this provision of the Fiscal Agent Agreement.

*Effect of Notice of Redemption:* If notice of redemption has been duly given money for the payment of the principal of and redemption premiums, if any, on, together with interest to the redemption date on, the Refunding Bonds or portions thereof so called for redemption is held by the Fiscal Agent, then on the redemption date designated in such notice such Refunding Bonds or such portions thereof shall become due and payable, and from and after the date so designated interest on the Refunding Bonds or such portions thereof so called for redemption shall cease to accrue and such Bondowners shall have no rights in respect thereof except to receive payment of the principal or such portions thereof and the redemption premiums, if any, thereon and the interest accrued thereon to the redemption date.

#### Defeasance

If the District shall pay or cause to be paid, or there shall otherwise be paid, the interest due thereon, the principal and premium, if any, thereof, at the times and in the manner stipulated in the Fiscal Agent Agreement, then the Registered Owner of such Refunding Bond shall cease to be entitled to the pledge of Net Taxes (as defined herein) and other amounts pledged under the Fiscal Agent Agreement to the repayment of such Refunding Bond, and, other than certain rebate and tax covenants, all covenants, agreements and other obligations of the District to the Registered Owner shall thereupon cease, terminate and become void and be discharged and satisfied.

Any Refunding Bond shall be deemed to have been paid within the meaning expressed herein if such Refunding Bond is paid in any one or more of the following ways:

(a) by paying or causing to be paid the principal of, premium, if any, and interest due on such Refunding Bond, as and when the same become due and payable;



(b) by depositing with the Fiscal Agent, or a designated bank or trust company as escrow holder, in trust, at or before maturity, money which, together with the amounts then on deposit and available for such purpose, is fully sufficient to pay the principal of and interest on such Refunding Bond as and when the same shall become due and payable; or

(c) by depositing with the Fiscal Agent, or a designated bank or trust company as escrow holder, in trust, direct, non-callable federal securities, in such amount as certified by a nationally recognized certified public accountant which will, together with the interest to accrue thereon and monies then on deposit and available for such purpose, together with the interest to accrue thereon, be fully sufficient to pay and discharge the principal of and interest and any premium on such Refunding Bond as and when the same shall become due and payable.

The Fiscal Agent shall, at the written direction and expense of the District, mail, first class, postage prepaid, a notice to the Registered Owners whose Refunding Bonds have been defeased, in the form directed by the District, stating that the defeasance has occurred.

#### DTC Book-Entry-Only

*The following description includes the procedures and record-keeping with respect to beneficial ownership interests in the Refunding Bonds, payment of principal and interest, other payments with respect to the Refunding Bonds to Direct Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interests in such Refunding Bonds, notices to Beneficial Owners and other related transactions by and between DTC, the participants, and the Beneficial Owners. However, DTC, the participants, and the Beneficial Owners should not rely on the following information with respect to such matters, but should instead confirm the same with DTC or the Direct Participants, as the case may be.*

DTC, New York, NY, will act as securities depository for the Refunding Bonds. The Refunding Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Refunding Bond certificate will be issued for the Refunding Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at <http://www.dtc.com>.

Purchases of the Refunding Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Refunding Bonds on DTC's records. The ownership interest of each actual purchaser of each Refunding Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Refunding Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Refunding Bonds, except in the event that use of the book-entry system for the Refunding Bonds is discontinued.

To facilitate subsequent transfers, all the Refunding Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The

deposit of the Refunding Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Refunding Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Refunding Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Refunding Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Refunding Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Refunding Bond documents. For example, Beneficial Owners of the Refunding Bonds may wish to ascertain that the nominee holding the Refunding Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Refunding Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Refunding Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Refunding Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Refunding Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or Fiscal Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Fiscal Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Fiscal Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Refunding Bonds at any time by giving reasonable notice to the District or Fiscal Agent. Under such circumstances, in the event that a successor depository is not obtained, Refunding Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Refunding Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

## PLAN OF REFUNDING

### Application and Investment of Bond Proceeds

A portion of the proceeds from the sale of the Refunding Bonds, together with available moneys ("Other Available Funds") held by the Fiscal Agent, will be irrevocably deposited into (i) an escrow fund (the "Escrow Fund") to be created and maintained by the Escrow Agent under that certain escrow agreement (the "Escrow Agreement") by and between the District and the Escrow Agent dated as of the closing / delivery date in order to refund the 2003 Bonds. Moneys in the Escrow Fund will be held in cash, uninvested.

AMTEC Corporation of Avon, Connecticut and Ross & Company, PLLC (a Certified Public Accountant) of Louisville, Kentucky, together acting as verification agent with respect to the Escrow Fund, will certify in writing that moneys irrevocably deposited and in the Escrow Fund will be sufficient for the payment of principal and interest coming due and payable to September 1, 2013, the date fixed for redemption, plus the redemption amount of the 2003 Bonds maturing on or after September 1, 2014. Upon such irrevocable deposit, the 2003 Bonds will be deemed paid and no longer outstanding.

[A portion of the proceeds of the Refunding Bonds in the amount of the Reserve Requirement will be retained by the Fiscal Agent for deposit in the Reserve Fund.

1  
A portion of the proceeds of the Refunding Bonds will be retained by the Fiscal Agent in a costs of issuance account (the "Costs of Issuance Fund") and used to pay costs associated with the issuance of the Refunding Bonds.

Sources and Uses of Funds

The sources and uses of funds in connection with the sale and delivery of the Refunding Bonds are set forth in the exhibit below.

Community Facilities District No. 90-2 of the  
Capistrano Unified School District  
(Improvement Area No. 2002-1)  
Series 2013 Special Tax Refunding Bonds  
Sources and Uses of Funds

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SOURCES OF FUNDS

Par Amount of Refunding Bonds  
Other Available Funds  
Original Issue Premium

TOTAL SOURCES OF FUNDS

\_\_\_\_\_

USES OF FUNDS

Escrow Fund  
[Reserve Fund]  
Costs of Issuance Fund <sup>1</sup>  
Underwriter's Discount

\_\_\_\_\_

TOTAL USES OF FUNDS

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<sup>1</sup> Costs of issuance includes the fees and expenses of Bond Counsel, Disclosure Counsel, Financial Advisor, special tax consultant, rating agency, verification agent[, the premium for bond insurance and reserve fund surety bond] and other expenses related to the issuance of the Refunding Bonds.

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Debt Service Schedule

Scheduled debt service on the Refunding Bonds (without regard to optional redemption) is shown in the table below.

Community Facilities District No. 90-2 of the  
 Capistrano Unified School District  
 (Improvement Area No. 2002-1)  
 Series 2013 Special Tax Refunding Bonds Scheduled Debt Service

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<u>Date</u>	<u>Principal Amount</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Annual Debt Service</u>
March 1, 2014				
September 1, 2014				
March 1, 2015				
September 1, 2015				
March 1, 2016				
September 1, 2016				
March 1, 2017				
September 1, 2017				
March 1, 2018				
September 1, 2018				
March 1, 2019				
September 1, 2019				
March 1, 2020				
September 1, 2020				
March 1, 2021				
September 1, 2021				
March 1, 2022				
September 1, 2022				
March 1, 2023				
September 1, 2023				
March 1, 2024				
September 1, 2024				
March 1, 2025				
September 1, 2025				
March 1, 2026				
September 1, 2026				
March 1, 2027				
September 1, 2027				
March 1, 2028				
September 1, 2028				
March 1, 2029				
September 1, 2029				
March 1, 2030				
September 1, 2030				
March 1, 2031				
September 1, 2031				
March 1, 2032				
September 1, 2032				
March 1, 2033				
September 1, 2033				
	\$ __, __, 000			

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<sup>22</sup> Preliminary; subject to adjustment.

[BOND INSURANCE]

[TO COME]

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SECURITY AND SOURCE OF PAYMENT

General

The Board annually levies the Special Taxes on real property in the Improvement Area in accordance with the Rate and Method. The payments of the principal of and interest and any premium on the Refunding Bonds are secured by a first pledge of the Net Taxes and available amounts held by the Fiscal Agent in the Bond Fund, Reserve Fund, Redemption Fund, and after disbursement, the Special Tax Fund (including all accounts of the foregoing funds).

All of the Net Taxes are pledged for the payment of the Refunding Bonds, and such Net Taxes and any interest earned on the Net Taxes will constitute a trust fund for the payment of the interest on and principal of the Refunding Bonds and so long as any of the Refunding Bonds or interest thereon are unpaid the Net Taxes and interest thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the Bondowners and will be applied pursuant to the Fiscal Agent Agreement.

Net Taxes deposited in the Administrative Expense Fund, the Surplus School Facilities Fund and the Rebate Fund will no longer be considered to be pledged to the Refunding Bonds, and the Administrative Expense Fund, the Surplus School Facilities Fund, the Rebate Fund will not be construed as trust funds held for the benefit of the Bondowners.

“Net Taxes” are defined in the Fiscal Agent Agreement as the amount of all “Gross Taxes” (defined as the amount of all Special Taxes collected within the Improvement Area and net proceeds from the sale of property collected pursuant to the foreclosure provisions of the Fiscal Agent Agreement for the delinquency of the Special Taxes) minus the “Administrative Expense Requirement” (which is \$91,424.58 for Fiscal Year 2013-14, and increases at 2% per Fiscal Year thereafter).

Limited Obligation

**The Refunding Bonds and interest thereon are not payable from the general fund of the District or the School District. Except with respect to the Net Taxes, neither the credit nor the taxing power of the District or the School District is pledged for the payment of the Refunding Bonds or interest thereon, and no Bondowner may compel the exercise of the taxing power by the District (except with respect to the Net Taxes) or the School District or the forfeiture of any of their property for the payment thereof.**

**The principal of and interest on the Refunding Bonds and premiums upon the redemption of any thereof are not a debt of the District (except to the limited extent described in this Official Statement) or the School District, the State or any of its political subdivisions within the meaning of any constitutional or statutory limitation or restriction. The Refunding Bonds are not a legal or equitable pledge, charge, lien or encumbrance, upon any property or income, receipts or revenues of the District or the School District, except the Net Taxes which are, under the terms of the Fiscal Agent Agreement, pledged for the payment of the Refunding Bonds and interest thereon. Neither the members of the Legislative Body or the Board nor any persons executing the Refunding Bonds are liable personally on the Refunding Bonds by reason of their issuance.**

The Special Tax

*Covenant to Levy Special Taxes to Meet Special Tax Requirement.* Subject to the Maximum Special Tax, the District will comply with all requirements of the Law so as to assure the timely collection of the Special Taxes, including without limitation, the enforcement of delinquent Special Taxes.

The District will fix and levy the amount of Special Taxes within the Improvement Area required for the payment of principal of and interest on Outstanding Bonds becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Refunding Bonds, an amount equal to the Administrative Expense Requirement and any additional amounts necessary for expenses incurred in connection with administration or enforcement of delinquent Special Taxes.

On or before each June 1, commencing June 1, 2014, the Fiscal Agent will provide a written notice to the District stating the amounts then on deposit in the various funds and accounts established by this Fiscal Agent Agreement. The receipt of such notice by the District will in no way affect the obligations of the District under the Fiscal Agent Agreement. Upon receipt of a copy of such notice, the District will communicate with the County Treasurer or other appropriate officials of the County to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year.

The District will retain an Independent Financial Consultant to assist in the levy of the Special Taxes each Fiscal Year, commencing with Fiscal Year 2013-14, in accordance with the Ordinance, such that the computation of the levy is complete before the final date on which the County auditor-controller (the "County Auditor-Controller") will accept the transmission of the Special Tax amounts for the parcels within the Improvement Area for inclusion on the next secured tax roll. Upon the completion of the computation of the amounts of the levy, and approval by the Legislative Body, the District will prepare or cause to be prepared, and shall transmit to the County Auditor-Controller, such data as the County Auditor-Controller requires to include the levy of the Special Taxes on the next secured tax roll.

*Manner of Collection.* The Fiscal Agent Agreement provides that the Special Taxes will be payable and collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property; provided, the Legislative Body may provide for direct collection of the Special Taxes in certain circumstances.

**Because the Special Tax levy is limited to the Maximum Special Tax rates set forth in the Rate and Method, no assurance can be given that, in the event of Special Tax delinquencies, the receipts of Special Taxes will, in fact, be collected in sufficient amounts in any given year to pay debt service on the Refunding Bonds.**

As long as the Tecter Plan (defined herein) remains in effect in the County, the District will be credited with the full amount of the Special Tax levy no matter the delinquency rate within the District (see "THE IMPROVEMENT AREA—Alternative Method of Tax Apportionment" herein).

See "THE IMPROVEMENT AREA" herein for additional information regarding the Special Tax.

#### Property Taxation System

Local property taxation is the responsibility of various county officers. For each taxing agency located in a county, the county assessor computes the value of locally assessed taxable property. The county treasurer/tax collector computes the rate of tax necessary to pay debt service, and presents the tax rolls (including rates of tax for all taxing jurisdictions in the county) to the county board of supervisors for approval. The county treasurer/tax collector prepares and mails tax bills to taxpayers and collects the taxes. The State Board of Equalization also assesses certain special classes of property.

Locally taxed property is classified either as "secured" or "unsecured," and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State-assessed property and property (real or personal) for which there is a lien on real property sufficient, in the opinion of the county assessor, to secure payment of the taxes. All other property is "unsecured", and is assessed on the "unsecured roll". Property assessed by the State Board of Equalization is commonly identified for taxation purposes as "utility" property.

The treasurer-tax collector of a county prepares the property tax bills. Property taxes on the regular secured assessment roll are due in two equal installments: the first installment is due on November 1 and on February 1. In the County, if the first installment is not paid by 5:00 p.m. December 10, a 10% penalty attaches. If the second installment is not paid by 5:00 p.m. April 10, a 10% penalty and a \$10 cost attach. If taxes remain unpaid by June 30, the tax is deemed to be in default. The property owner has the right to redeem the property by paying the taxes, accrued penalties, and costs within five years of the date the property went into default. If the property is not redeemed within five years, it is subject to sale at a public auction by the treasurer-tax collector.

To collect unpaid taxes, a county treasurer-tax collector may obtain a judgment lien upon and cause the sale of all property owned by the taxpayer in the county, and may seize and sell personal property, improvements and possessory interests of the taxpayer. The treasurer-tax collector may also bring a civil suit against the taxpayer for payment.

### Alternative Method of Tax Apportionment

As an alternative method of property tax allocation for the County, the County Board of Supervisors approved on September 28, 1993, implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan") pursuant to sections 4701 through 4717 of the State's Revenue & Taxation Code. The Teeter Plan guarantees distribution of 100% of the *ad valorem* taxes and assessments levied to the taxing entities within the County, with the County retaining all penalties and interest affixed upon delinquent properties and redemptions of subsequent collections.

The County Treasurer's cash position is protected by a special fund, known as the "Tax Loss Reserve Fund," which accumulates moneys from tax and penalty collections. Amounts exceeding the amount required to be maintained in the tax loss reserve fund may be credited to the County's general fund. Amounts required to be maintained in the tax loss reserve fund may be drawn on to the extent of the amount of uncollected taxes credited to each agency in advance of receipt.

The Teeter Plan is to remain in effect unless the County Board of Supervisors orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors receives a petition for its discontinuance from two-thirds of the participating revenue districts in the County. The Board of Supervisors may also, after holding a public hearing on the matter, discontinue the procedures with respect to any tax levying agency or assessment levying agency in the County if the rate of secured tax delinquency in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured rolls in that agency.

As long as the Teeter Plan remains in effect in the County, the District will be credited with the full amount of the Special Tax levy no matter the delinquency rate within the Improvement Area.

### Covenant to Foreclose

*Sale of Property for Nonpayment of Taxes.* The Fiscal Agent Agreement provides that the Special Taxes are to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure (described below) and in the Law, is to be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is subject to sale by the County.

*Reconciliation of Special Tax Collections.* In order to determine if there are delinquencies with respect to the payment of the Special Taxes, no later than February 25 and June 25 in every year (each a "reconciliation date") commencing February 25, 2014, the District will reconcile or cause to be reconciled the amount of Special Taxes levied to the amount of Special Taxes theretofore reported by the County as paid and received. No later than 45 days after the reconciliation date, commencing on the first reconciliation date in 2014, the District will send or cause to be sent a notice of delinquency to all property owners reported to be delinquent in the payment of the Special Taxes as of the reconciliation date.

*Foreclosure Under the Law.* Under Section 53356.1 of the Law, if any delinquency occurs in the payment of the Special Tax, the District may order the institution of a Superior Court action to foreclose the lien therefor within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at judicial foreclosure sale.

Such judicial foreclosure action is not mandatory. However, the District has covenanted in the Fiscal Agent Agreement that it (i) will commence judicial foreclosure proceedings against parcels with delinquent Special Taxes in excess of \$5,000 by the October 1 following the close of each Fiscal Year in which such Special Taxes were due, (ii) will commence judicial foreclosure proceedings against all parcels with delinquent Special Taxes by the October 1 following the close of each Fiscal Year in which it receives Special Taxes in an amount which is less than 95% of the total Special Tax levied or the amount on deposit in the Reserve Fund is at less than its required balance, and (iii) will diligently pursue such foreclosure proceedings until the delinquent Special Taxes are paid.

Notwithstanding the foregoing, however, if the County is then including the Improvement Area in the Teeter Plan, the District may elect to defer foreclosure proceedings on any parcel which is owned by a delinquent property owner whose property is not, in the aggregate, delinquent in the payment of Special Taxes in excess of \$25,000 so long as (i) the amount in the Reserve Fund is at least equal to the Reserve Requirement, and (ii) with respect to the Refunding Bonds, or any Parity Bonds, the District is not in default in the payment of the principal of or interest on the Refunding Bonds or any such Parity Bonds. The District may, but shall not be obligated to, advance funds from any source of legally available funds in order to maintain the Reserve Fund at the Reserve Requirement or to avoid a default in payment on the Refunding Bonds.

The District covenants that it will deposit the net proceeds of any foreclosure in the Special Tax Fund and will apply such proceeds remaining after the payment of Administrative Expenses, up to the Administrative Expense Requirement, to make current payments of principal and interest on the Refunding Bonds and any Parity Bonds, to bring the amount on deposit in the Reserve Fund up to the Reserve Requirement, and to pay any delinquent installments of principal or interest due on the Refunding Bonds and any Parity Bonds.

*Sufficiency of Foreclosure Sale Proceeds; Foreclosure Limitations and Delays.* No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Law does not require the District to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Law requires that property sold pursuant to foreclosure under the Law be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Refunding Bonds is obtained. However, under Section 53356.5 of the Law, the District, as judgment creditor, is entitled to purchase any property sold at foreclosure using a “credit bid,” where the District could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Taxes. If the District becomes the purchaser under a credit bid, the District must pay the amount of its credit bid into the redemption fund established for the Refunding Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent on the nature of the defense, if any, put forth by the debtor and the Superior Court calendar. In addition, the ability of the District to foreclose the lien of delinquent unpaid Special Taxes may be limited in certain instances and may require prior consent of the property owner if the property is owned by or in receivership of the Federal Deposit Insurance Corporation (the “FDIC”). See “SPECIAL RISK FACTORS—Bankruptcy.”

#### Special Tax Fund

Under the Fiscal Agent Agreement, the Special Taxes and other amounts constituting Gross Taxes collected by the District will be transferred (exclusive of Prepaid Special Taxes received which will be deposited into the Prepayment Account of the Special Tax Fund), no later than 10 days after receipt thereof, to the Fiscal Agent and will be held in trust in the Special Tax Fund for the benefit of the Bondowners (exclusive of the Administrative Expense Requirement) and will, exclusive of the Prepaid Special Taxes, be transferred from the Special Tax Fund in the following order of priority:

- (a) To the Administrative Expense Fund, an amount specified in writing by the District, up to the Administrative Expense Requirement of \$91,424.58 for Fiscal Year 2013-14 (which increases at 2% per Fiscal Year thereafter).
- (b) To the Interest Account of the Bond Fund an amount such that the balance in the Interest Account one Business Day prior to each Interest Payment Date equals the installment of interest due on the Refunding Bonds on that Interest Payment Date. Moneys in the Interest Account will be used for the payment of interest on the Refunding Bonds as it becomes due.
- (c) To the Principal Account of the Bond Fund, an amount up to the amount needed to make the principal payment due on the Refunding Bonds during the current Bond Year.
- (d) To the Sinking Fund Redemption Account of the Redemption Fund an amount up to the amount needed to make the Mandatory Sinking Payments due on the Refunding Bonds during the current Bond Year.
- (e) To the Reserve Fund, the amount, if any, necessary to replenish the Reserve Fund to the Reserve Requirement.
- (f) Provided all the amounts due in the current Bond Year are funded under (b), (c), (d) and (e) above, to the extent there are additional Administrative Expenses, to the Administrative Expense Fund in the amount specified in writing by the District required to bring the balance therein to the amount needed pay such Administrative Expenses.
- (g) Any remaining Special Taxes and other amounts constituting Gross Taxes will remain in the Special Tax Fund, subject to the provisions of (h), below.



(h) Any remaining Special Taxes and other amounts constituting Gross Taxes, if any, will remain in the Special Tax Fund until the end of the Bond Year. Any remaining funds in the Special Tax Fund, which are not required to cure a delinquency in the payment of principal and interest on the Refunding Bonds (including payment of Mandatory Sinking Payments due during the current Bond Year), to restore the Reserve Fund as provided for in (e), above, or to pay current or pending Administrative Expenses as provided for in (a) and (f), above, will be deposited in the Surplus School Facilities Fund and used in accordance with the Fiscal Agent Agreement and will be free and clear of any lien thereon or pledge under the Fiscal Agent Agreement; provided, any funds required to cure any delinquency described above will be retained in the Special Tax Fund and expended or transferred, at the earliest possible date, for such purpose.

At the date of the redemption, defeasance or maturity of the last Refunding Bond and after all principal and interest then due on any Refunding Bond has been paid or provided for, all other covenants are complied with and all fees and expenses of the Fiscal Agent have been paid, moneys in the Special Tax Fund will be transferred to the District by the Fiscal Agent and may be used by the District for any lawful purpose under the District proceedings.

*Prepayment Account of the Special Tax Fund.* Prepaid Special Taxes collected by the District (net of any costs of collection) will be transferred, no later than 10 days after receipt thereof, to the Fiscal Agent and the District will direct the Fiscal Agent to deposit the Prepaid Special Taxes in the Prepayment Account of the Special Tax Fund.

The Prepaid Special Taxes will be held in trust in the Prepayment Account for the benefit of the Refunding Bonds and will be transferred by the Fiscal Agent to the Mandatory Redemption Account of the Redemption Fund to call Refunding Bonds on the next Interest Payment Date for which notice can be given in accordance with the special mandatory redemption provisions of the Fiscal Agent Agreement.

#### Bond Fund

One Business Day prior to each Interest Payment Date, the Fiscal Agent will withdraw from the Special Tax Fund, or the Reserve Fund if moneys are unavailable in the Special Tax Fund, and deposit in the Principal Account and the Interest Account of the Bond Fund an amount equal to all of the principal and all of the interest due and payable on the Refunding Bonds on the ensuing Interest Payment Date, less amounts on hand in the Bond Fund available to pay principal of or interest on such Refunding Bonds. The Fiscal Agent will apply moneys in the Interest Account and Principal Account to the payment of interest and principal, respectively, on the Refunding Bonds on each Interest Payment Date.

#### Reserve Fund

On the Closing Date, a [portion of the proceeds of the Refunding Bonds / surety bond] equal to the Reserve Requirement will be deposited in the Reserve Fund, which will be held in trust by the Fiscal Agent for the benefit of the Bondowners as a reserve for the payment of principal of, and interest and any premium on, the Refunding Bonds and will be subject to a lien in favor of the Bondowners.

Except as otherwise provided in the Fiscal Agent Agreement, moneys in the Reserve Fund shall be used solely for the purpose of:

- (i) making transfers to the Bond Fund or Redemption Fund to pay the principal of, including Mandatory Sinking Payments, and interest on Refunding Bonds when due to the extent that moneys in the Interest Account and the Principal Account of the Bond Fund or moneys in the Sinking Fund Redemption Account are insufficient therefore,
- (ii) making any required transfer to the Rebate Fund pursuant to the Fiscal Agent Agreement upon written direction from the District,
- (iii) making any transfers to the Bond Fund or Redemption Fund in connection with prepayments of the Special Taxes,
- (iv) paying the principal and interest due on the Refunding Bonds in the final Bond Year, and
- (v) application to the defeasance of such Refunding Bonds in accordance with the Fiscal Agent Agreement.

If the amounts in the Interest Account or the Principal Account of the Bond Fund and the Sinking Fund Redemption Account of the Redemption Fund are insufficient to pay the principal of, including Mandatory Sinking Payments, or interest on the Refunding

Bonds when due, the Fiscal Agent will, one Business Day prior to an Interest Payment Date, withdraw from the Reserve Fund for deposit in the Interest Account and the Principal Account of the Bond Fund, or the Sinking Fund Redemption Account of the Redemption Fund, moneys necessary for such purpose.

Following any transfer to the Interest Account or the Principal Account of the Bond Fund, or the Sinking Fund Redemption Account of the Redemption Fund, the Fiscal Agent will notify the District of the amount needed to replenish the Reserve Fund to the Reserve Requirement and the District will include such amount as is required at that time to correct such deficiency in the next Special Tax levy to the extent of the permitted maximum Special Tax rates. See "APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT" for a complete description of the timing, purpose and manner of disbursements from the Reserve Fund.

*Reserve Requirement.* The "Reserve Requirement" is defined in the Fiscal Agent Agreement to mean, as of any date of calculation, an amount equal to the least of (i) 10% of the original principal amount of the Refunding Bonds and any Parity Bonds, (ii) Maximum Annual Debt Service, or (iii) 125% of average Annual Debt Service on the Refunding Bonds or any Parity Bonds.

As of the Closing Date, the Reserve Requirement is \$\_\_\_\_\_. [The Reserve Fund will be funded with a debt service reserve insurance policy issued by \_\_\_\_\_ (the "Reserve Policy") upon the closing of the Refunding Bonds.]

#### Investment of Moneys in Funds

Moneys in any fund or account created or established by the Fiscal Agent Agreement and held by the Fiscal Agent will be invested by the Fiscal Agent in Authorized Investments, as directed in writing by the District. See "APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT" for a definition of "Authorized Investments" and other restrictions on the investment of moneys in the funds and accounts held under the Fiscal Agent Agreement.

#### Parity Bonds

Pursuant to the Law and under the authority of the Fiscal Agent Agreement, additional series of bonds on parity with the Refunding Bonds ("Parity Bonds") may be issued in the future by the District solely for the purpose of defeasing and refunding all or a portion of the Refunding Bonds or any Parity Bonds then outstanding. Parity Bonds which may be issued to effect a partial refunding of the Refunding Bonds may only be issued subject to additional specific conditions as fully described in the Fiscal Agent Agreement.

### THE DISTRICT

The District is a community facilities district organized by the Board in 1990 pursuant to the Law. The seven members of the Board serve as the Legislative Body of the District by virtue of their election to the Board.

The District consists of approximately 2,149 gross acres of land located in the southwesterly part of the School District and in the southwesterly portion of Orange County in the City of San Clemente. The land within the District is part of the approximately 3,510-acre Talega Project.

On June 14, 1999, at a special election held pursuant to the Law, the owners of the property within the boundaries of the District authorized the District to incur a bonded indebtedness in an amount not to exceed \$50,000,000. Bonds which have been and may be issued within this authorization are secured by special taxes which are levied on all of the taxable property in the District, including taxable property in the Improvement Area. The District has issued three series of bonds under the authorization from the June 14, 1999 election; \$9,345,000 in authorized but unissued bonds remains from such authorization.

Special taxes are levied on taxable property in the Improvement Area to pay a portion of the principal of and interest on the District bonds (see "THE IMPROVEMENT AREA—Direct and Overlapping Debt").

## THE IMPROVEMENT AREA

### General

Pursuant to the Law, the Board established the Improvement Area and voters approved the 2002 Authorization on June 24, 2002, and on November 5, 2003, the District issued the 2003 Bonds (see "THE REFUNDING BONDS—Authority for Issuance" herein).

The Improvement Area consists of approximately 1,090 acres within the District. Of the 1,838 parcels within the Improvement Area, 1,773 are Developed Property while 65 are Undeveloped Property as of March 1, 2012. A total of 14.04 taxable acres in the Improvement Area are classified as Undeveloped Property as of March 1, 2012.

### Rate and Method of Apportionment

The Special Taxes will be levied and collected according to the Rate and Method, which provides the means by which the Board may annually levy the Special Taxes within the Improvement Area, up to the maximum Special Tax rates, and to determine the amount of the Special Taxes that will need to be collected each Fiscal Year from the "Taxable Property" within the Improvement Area.

The following is a synopsis of the provisions of the Rate and Method, which should be read in conjunction with the complete text of the Rate and Method which is attached as "APPENDIX B." Capitalized terms used but not defined in this section have the meanings as set forth in APPENDIX B. This section provides only a summary of the Rate and Method, and is qualified by more complete and detailed information contained in the entire Rate and Method attached as APPENDIX B.

The Rate and Method defines five categories of taxable property: "Developed Property," "Taxable Golf Course Property," "Taxable Property Owner Association Property," "Taxable Public Property," and "Undeveloped Property." The category of Developed Property is in turn divided into two separate special tax classifications based on the type of use of the structure built thereon, "Residential Property" and "Non-Residential Property."

Developed Property is distinguished from Undeveloped Property by the issuance of a building permit. Specifically, property for which a building permit was issued as of March 1 will be classified as Developed Property in the following fiscal year.

The Special Tax is levied each year as follows:

*First:* The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax as needed to satisfy the Special Tax Requirement;

*Second:* If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Special Tax for Undeveloped Property;

*Third:* If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property whose Maximum Special Tax is determined through the application of the Backup Special Tax shall be increased in equal percentages from the Assigned Special Tax up to the Maximum Special Tax for each such Assessor's Parcel, and

*Fourth:* If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Golf Course Property, Taxable Property Owner Association Property or Taxable Public Property at up to the Maximum Special Tax for Taxable Golf Course Property, Taxable Property Owner Association Property or Taxable Public Property.

Under no circumstance will the Special Tax levied on any assessor's parcel of residential property for which an occupancy permit for private residential use has been issued be increased by more than ten percent as a consequence of delinquency or default by the owner of any other assessor's parcel within the Improvement Area.

The Rate and Method contains provisions allowing prepayment in full of the obligation of parcels of taxable property in the Improvement Area to pay the Special Taxes.

Special Tax Rates and Historical Collections

The following table identifies the Assigned / Maximum Special Tax rates for fiscal year 2012-13 along with actual tax rates.

Community Facilities District No. 90-2 of the  
 Capistrano Unified School District  
 (Improvement Area No. 2002-1)  
 Fiscal Year 2012-13 Assigned / Maximum and Actual Tax Rates

Land Use Class	Description	Assigned / Maximum Special Tax	Special Tax Levy
1	Residential Property (per building square foot)	\$ 0.7518	\$0.7518
2	Non-Residential Property (per building square foot)	0.1366	0.1366
N/A	Undeveloped Property (per acre)	22,119.87	0.00

Source: David Taussig & Associates, Inc.

The following table identifies the Assigned / Maximum Special Tax rates for fiscal year 2013-14.

Community Facilities District No. 90-2 of the  
 Capistrano Unified School District  
 (Improvement Area No. 2002-1)  
 Fiscal Year 2013-14 Assigned / Maximum Tax Rates

Land Use	Maximum Special Tax <sup>1</sup>
Residential Property	\$0.7668 per square foot
Non-Residential Property	\$0.1393 per square foot
Undeveloped Property	\$22,562.27 per acre
Backup Special Tax	\$17,541.53 per acre

<sup>1</sup> Based on the Assigned Special Tax rate for Residential and Non-Residential Property, and the Maximum Special Tax rate for Undeveloped Property. The Maximum Special Tax for Developed Property is the greater of the amount derived from the application of the Assigned Special Tax rate or the Backup Special Tax.

Source: David Taussig & Associates, Inc.

The following table illustrates total parcels within the Improvement Area, the number of parcels of Developed Property and Undeveloped Property, and the Special Tax levy.

Community Facilities District No. 90-2 of the  
 Capistrano Unified School District  
 (Improvement Area No. 2002-1)  
 Summary of Development and Special Tax Levies by Year

<u>Fiscal Year</u>	<u>Residential Property Units</u>	<u>Residential Property Building Square Feet</u>	<u>Commercial Property Acres</u>	<u>Commercial Property Building Square Feet</u>	<u>Undeveloped Acres</u>	<u>Total Tax Levy <sup>1</sup></u>	<u>Change in Tax Levy</u>
2003-04	145	255,089	0.00	0	890.78	\$ 160,451	
2004-05	613	1,321,338	0.00	0	409.27	847,771	428.37%
2005-06	1,005	2,421,947	0.00	0	257.07	3,064,968 <sup>2</sup>	261.53
2006-07	1,415	3,700,240	0.00	0	90.46	2,970,145 <sup>3</sup>	(3.09)
2007-08	1,591	4,322,515	9.64	107,137	49.98	2,993,655 <sup>4</sup>	0.79
2008-09	1,694	4,750,980	9.64	107,137	27.96	3,313,077	10.67
2009-10	1,720	4,847,753	9.63	107,137	23.20	3,447,936	4.07
2010-11	1,747	4,950,220	9.63	107,137	18.40	3,591,096	4.15
2011-12	1,758	4,989,897	9.63	107,137	16.12	3,692,399	2.82
2012-13	1,766	5,026,768	9.63	107,137	14.04	3,793,758	2.75

<sup>1</sup> Developed Property was levied at 100% of the Assigned Special Tax every year. Special Taxes were levied on Undeveloped Property only in the years noted.

<sup>2</sup> Undeveloped Property was levied at approximately 30% of the maximum.

<sup>3</sup> Undeveloped Property was levied at approximately 28% of the maximum.

<sup>4</sup> Undeveloped Property was levied at approximately 4% of the maximum.

Source: David Taussig & Associates, Inc.

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Coverage Ratios

The following table illustrates projected debt service coverage ratios for the Refunding Bonds, based on projected Special Tax revenues.

Community Facilities District No. 90-2 of the  
Capistrano Unified School District  
(Improvement Area No. 2002-1)  
Projected Debt Service Coverage Ratios

Bond Year Ending Sep 1	Residential Developed Special Tax Revenues <sup>1</sup>	Non-Residential Developed Special Tax Revenues <sup>2</sup>	Annual Administrative Expenses <sup>3</sup>	Net Special Tax Revenues	Estimated Refunding Debt Service <sup>4</sup>	Coverage from Developed Property
2014	\$3,854,526	\$14,924	\$ 91,425	\$3,778,025	\$3,197,878	118.1%
2015	3,931,616	15,223	93,253	3,853,586	3,259,493	118.2
2016	4,010,249	15,527	95,118	3,930,658	3,319,634	118.4
2017	4,090,454	15,838	97,020	4,009,271	3,383,162	118.5
2018	4,172,263	16,154	98,961	4,089,456	3,448,570	118.6
2019	4,255,708	16,478	100,940	4,171,245	3,515,641	118.7
2020	4,340,822	16,807	102,959	4,254,670	3,580,657	118.8
2021	4,427,638	17,143	105,018	4,339,764	3,646,458	119.0
2022	4,516,191	17,486	107,118	4,426,559	3,717,783	119.1
2023	4,606,515	17,836	109,261	4,515,090	3,788,783	119.2
2024	4,698,645	18,192	111,446	4,605,392	3,858,924	119.3
2025	4,792,618	18,556	113,675	4,697,500	3,934,801	119.4
2026	4,888,471	18,927	115,948	4,791,450	4,007,752	119.6
2027	4,986,240	19,306	118,267	4,887,279	4,082,264	119.7
2028	5,085,965	19,692	120,633	4,985,024	4,157,272	119.9
2029	5,187,684	20,086	123,045	5,084,725	4,236,741	120.0
2030	5,291,438	20,488	125,506	5,186,419	4,319,571	120.1
2031	5,397,267	20,897	128,016	5,290,148	4,399,881	120.2
2032	5,505,212	21,315	130,577	5,395,950	4,486,180	120.3
2033	5,615,316	21,742	133,188	5,503,869	4,567,530	120.5

<sup>1</sup> Residential Property Developed Special Tax Revenues for Fiscal Year 2013-14 and each year thereafter are equal to 100% of the Assigned Special Tax. The Assigned Special Tax rates escalate at two percent per year. Based on development as of March 1, 2012 and assumes no further development.

<sup>2</sup> Non-Residential Property Developed Special Tax Revenues for Fiscal Year 2013-14 and each year thereafter are equal to 100% of the Assigned Special Tax. The Assigned Special Tax rates escalate at two percent per year. Based on development as of March 1, 2012 and assumes no further development.

<sup>3</sup> Based on the Administrative Expense Cap of \$75,000, which escalates as two percent per Bond Year beginning September 2, 2004.

<sup>4</sup> Based on estimated bond sizing dated May 15, 2013 provided by GFS. [TO UPDATE]

Source: David Taussig & Associates, Inc.

Special Tax Delinquencies

The following table lists historical delinquency information.

Community Facilities District No. 90-2 of the  
Capistrano Unified School District  
(Improvement Area No. 2002-1)  
Historical Delinquency <sup>1</sup>

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Fiscal Year	Total Tax Levy	Number of Delinquent Parcels at FY End <sup>2</sup>	Delinquent Special Tax at FY End <sup>2</sup>	Delinquency Rate at FY End <sup>2</sup>	Number of Delinquent Parcels	Delinquent Special Tax <sup>3</sup>	Delinquency Rate <sup>3</sup>
2003-04	\$ 160,451	2	\$ 2,913	1.82%	0	\$ 0	0.00%
2004-05	847,771	20	18,099	2.13	0	0	0.00
2005-06	3,064,968	41	45,137	1.47	0	0	0.00
2006-07	2,970,145	105	137,037	4.61	0	0	0.00
2007-08	2,993,655	154	239,469	8.00	1	1,167	0.04
2008-09	3,313,077	129	210,404	6.35	1	434	0.01
2009-10	3,447,936	145	240,161	6.97	3	2,961	0.09
2010-11	3,591,096	47	75,816	2.11	2	3,658	0.10
2011-12	3,692,399	33	51,762	1.40	2	3,795	0.10
2012-13	3,793,758	88	129,536	3.41	88	129,536 <sup>4</sup>	3.41 <sup>4</sup>

<sup>1</sup> District is a participant in the County's Teeter Plan.

<sup>2</sup> As of fiscal year end of year levied

<sup>3</sup> Unless otherwise noted, delinquency data as of May 10, 2013 provided by the Orange County Tax Collector.

<sup>4</sup> Delinquency data as of April 29, 2013 provided by the Orange County Tax Collector.

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Source: David Taussig & Associates, Inc.

None of the three largest special taxpayers within the Improvement Area were delinquent in the payment of their Special Tax levies for fiscal year 2012-13.

As of the date of this Official Statement, no taxpayer is subject to foreclosure due to delinquent Special Taxes.

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Special Tax Detail By Property Type and Owner

The following table summarizes the estimated Special Tax levy in fiscal year 2013-14 by property classification and owner.

Community Facilities District No. 90-2 of the  
Capistrano Unified School District  
(Improvement Area No. 2002-1)  
Summary of Special Tax Levy by Property Classification and Owner

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<u>Property Classification / Owner</u> <sup>1,2</sup>	<u>Number of Parcels</u>	<u>Estimated FY 2013-14 Special Tax Levy</u>
Developed Property		
Standard Pacific Corp	5	\$19,472
SP Talega LLC	26	86,063
<u>Individual Owners</u>	<u>1,742</u>	<u>3,763,914</u>
Subtotal	1,773	\$3,869,450
Undeveloped Property		
Ora Alora 36 LLC	36	\$0
<u>SP Talega LLC</u>	<u>29</u>	<u>0</u>
Subtotal	65	\$0
Total	1,838	\$3,869,450

<sup>1</sup> Classification to developed and undeveloped categories pursuant to the Rate and Method.

<sup>2</sup> Reflects ownership as of January 1, 2012 provided by the Orange County Assessor.

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Source: David Taussig & Associates, Inc.

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Major Taxpayers

The following table lists, in descending order, the taxpayers with the largest estimated apportionments of the Special Tax levy for fiscal year 2013-14 and their respective estimated apportionments.

Community Facilities District No. 90-2 of the  
 Capistrano Unified School District  
 (Improvement Area No. 2002-1)  
 Major Taxpayers

	<u>Property Owner</u>	<u># Parcels</u>	<u>Estimated Fiscal Year 2013-14 Special Tax Levy</u>	<u>% of Total Levy</u>	<u>Delinquent Special Tax as of April 29, 2013 <sup>1</sup></u>	<u>Delinquency Rate as of April 29, 2013 <sup>2</sup></u>
1	SP Talega LLC	26	\$ 86,063	2.22%	\$ 0	0.00%
2	Standard Pacific Corp	5	19,472	0.50	0	0.00
3	Talega Village Center LLC	7	14,924	0.39	0	0.00
4	Individual Owners	1,735	3,748,990	96.89	129,536	3.41
	Total	1,773	\$3,869,450	100.00	\$129,536	3.41%

<sup>1</sup> Reflects ownership as of January 1, 2012 provided by the Orange County Assessor.

<sup>2</sup> Delinquency data as of April 29, 2013 provided by the Orange County Tax Collector.

Source: David Taussig & Associates, Inc.

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Historical Assessed Valuation

The following table shows historical net assessed valuation of Taxable Property within the Improvement Area. This information is has been included for general area information purposes only; the Special Tax is levied by square footage or acreage of Taxable Property and is not dependent on assessed value.

Community Facilities District No. 90-2 of the  
Capistrano Unified School District  
(Improvement Area No. 2002-1)  
Historical Net Assessed Valuation <sup>1</sup>

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<u>As of January 1</u>	<u>Net Assessed Value of Improvement Area <sup>2</sup></u>	<u>Annual Change</u>
2004	\$ 299,622,446	n/a
2005	685,189,635	128.68%
2006	1,044,577,708	52.45
2007	1,460,060,740	39.78
2008	1,527,674,908	4.63
2009	1,319,982,530	-13.60
2010	1,303,887,013	-1.22
2011	1,275,021,272	-2.21
2012	1,257,683,662	-1.36

<sup>1</sup> Reflects value for taxable property only.

<sup>2</sup> Net assessed values as of January 1 provided by the Orange County Assessor.

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Source: David Taussig & Associates, Inc.

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Tax Rates

The State Constitution permits the levy of an *ad valorem* tax on taxable property not to exceed 1% of the full cash value of the property, and State law requires the full 1% tax to be levied. The levy of special *ad valorem* property taxes in excess of the 1% levy is permitted as necessary to provide for debt service payments on school bonds and other voter-approved indebtedness.

The following table shows *ad valorem* property tax rates for the last three years in a typical tax rate area of the Improvement Area (TRA 10-045). TRA 10-045 comprises approximately 89.2% of the total assessed value of taxable property in the Improvement Area, the largest TRA within the Improvement Area.

Community Facilities District No. 90-2 of the  
 Capistrano Unified School District  
 (Improvement Area No. 2002-1)  
 Typical Total Tax Rates TRA 10-045 <sup>1</sup>

<u>Ad Valorem Property Taxes</u>	<u>Fiscal Year 2010-11</u>	<u>Fiscal Year 2011-12</u>	<u>Fiscal Year 2012-13</u>
Basic Levy	1.0000%	1.0000%	1.0000%
Metropolitan Water District G.O. Bonds	0.0037	0.0037	0.0035
Total <i>Ad Valorem</i> Property Taxes	1.0037	1.0037	1.0035

<sup>1</sup> There are a total of 38 tax rate areas in the Improvement Area. All 38 TRAs have the same tax rates for FY 2012-13. A representative tax rate area, Tax Rate Area 10-045, has a Fiscal Year 2012-13 assessed valuation of \$1,121,580,534, representing approximately 89.18% of the Improvement Area's taxable assessed valuation. The table summarizes the total *ad valorem* tax rates in Tax Rate Area 10-045 during the three-year period from 2010-11 to 2012-13.

Source: David Taussig & Associates, Inc.

Property owners within the Improvement Area are subject to other special taxes and assessments levied by other taxing authorities that provide services within the Improvement Area. Such non-*ad valorem* special taxes and assessments are not represented in this table. See “THE IMPROVEMENT AREA – Tax Burden on Single-Family Home” for more information.

Direct and Overlapping Debt

Contained within the Improvement Area’s boundaries are numerous overlapping local entities providing public services. These local entities may have outstanding bonds issued in the form of general obligation, lease revenue and special assessment bonds. The first column in the table below names the public agencies that have outstanding debt as of the date of the report and whose boundaries overlap the Improvement Area, while the remaining columns identify the amount of tax levy in the Improvement Area, the percentage of each overlapping entity’s assessed value located within the boundaries of the Improvement Area, the total debt outstanding for the overlapping entity, and the corresponding portion of each overlapping entity’s existing debt allocable to property within the Improvement Area.

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In addition, property owners within the Improvement Area may be subject to other special taxes and assessments levied by other taxing authorities that provide services within the Improvement Area. Such non-*ad valorem* special taxes and assessments are not represented in this statement of direct and overlapping bonded debt. See “THE IMPROVEMENT AREA – Tax Burden on Single-Family Home” for more information.

Community Facilities District No. 90-2 of the  
 Capistrano Unified School District  
 (Improvement Area No. 2002-1)  
 Direct and Overlapping Debt Summary (As of March 2, 2013)

	Actual FY 2012-13 Total Levy	Amount of Levy on Parcels in Improvement Area	Percent of Levy on Parcels in Improvement Area	Total Debt Outstanding <sup>1</sup>	Improvement Area Share of Total Debt Outstanding
Overlapping District					
Santa Margarita Water District CFD No. 99-1	\$ 7,053,813	\$3,550,930	50.3406%	\$ 96,210,000	\$48,432,675
Metropolitan Water District	92,246,662	44,019	0.0477	165,085,000	78,776
Capistrano Unified School District CFD No. 90-2	3,951,684	2,193,590	55.5103	40,820,000	22,659,285
Estimated Share of Overlapping Debt Allocable to the Improvement Area					\$71,170,737
Plus Refunding Bonds					47,355,000 <sup>3</sup>
Estimated Share of Direct and Overlapping Debt Allocable to the Improvement Area					\$118,525,737
<sup>1</sup> As of March 2, 2013.					
<sup>2</sup> Estimated FY 2013-14 levy.					
<sup>3</sup> Based on estimated bond sizing provided by GFSI [TO UPDATE]					

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Tax Burden on Single-Family Home

The base property tax rate on property in the Improvement Area is 1%; the levy of special *ad valorem* property taxes in excess of the 1% levy is permitted as necessary to provide for debt service payments on school bonds and other voter-approved indebtedness. Additionally, property in the Improvement Area is also subject to certain annual charges and assessments.

The following table sets forth an estimated sample tax bill of a single-family home in the Improvement Area with a net assessed value of \$691,492 for fiscal year 2013-14, and is representative of the applicable annual charges and assessments in the Improvement Area.

Community Facilities District No. 90-2 of the  
Capistrano Unified School District  
(Improvement Area No. 2002-1)  
Tax Burden on Single-Family Home

Assessed Valuation and Property Taxes	Percent of Net AV	Expected Amount	Maximum Amount
TOTAL ASSESSED VALUE [1]	\$698,492		
NET ASSESSED VALUE [1]	\$691,492		
Unit Size for Single Family Detached Property [2]	3,264 Square Feet		
Lot Size for Single Family Detached Property [3]	7,299 Square Feet		
<b>AD VALOREM PROPERTY TAXES [4]</b>			
Basic Levy	1.00000%	\$6,914.92	
Metropolitan Water District G.O. Bonds	0.00350%	\$24.20	
Total General Property Taxes and Overrides	1.00350%	\$6,939.12	
<b>ASSESSMENTS, SPECIAL TAXES AND PARCEL CHARGES</b>			
Mosquito & Fire Ant Assessment [5]		\$5.02	
Vector Control Charge [6]		\$1.92	
Metropolitan Water District West Standby Charge [7]		\$10.08	
Santa Margarita Water District ID No. 4 D/S Charge [8]		\$16.71	
Santa Margarita Water District CFD No. 99-1 [9]		\$2,763.96	\$2,763.96
Capistrano Unified School District CFD No. 90-2 [10]		\$1,418.86	\$1,607.97
Capistrano Unified School District CFD No. 90-2, IA No. 2002-1 [11]		\$2,502.84	\$2,939.29
Total Assessments and Parcel Charges		\$6,719.38	\$7,344.95
<b>PROJECTED TOTAL PROPERTY TAXES</b>		<b>\$13,658.50</b>	<b>\$14,284.07</b>
<b>Projected Total Effective Tax Rate (as % of Assessed Value)</b>		<b>1.95543%</b>	<b>2.04499%</b>

Source: David Taussig & Associates, Inc.; County of Orange; Metropolitan Water District; Santa Margarita Water District

- [1] Based on average assessed value for 1,289 owner-occupied single family detached units as of January 1, 2012 provided by the Orange County Assessor. Net Assessed Value includes \$7,000 homeowner's exemption. Total Assessed Value used to determine the Total Effective Tax Rate.
- [2] Based on the average unit size for 1,289 owner-occupied single family detached units.
- [3] Based on the average lot size for 1,289 owner-occupied single family detached units.
- [4] Estimated based on actual FY 2012-2013 ad valorem rates.
- [5] Estimated based on the FY 2012-2013 rate of \$5.02 per benefit unit. Detached residential parcels are assessed at 1 benefit unit.
- [6] Estimated based on the FY 2012-2013 rate of \$1.92 per benefit unit. Residential parcels are assessed at 1 benefit unit.
- [7] Estimated based on the FY 2012-2013 rate of \$10.08 per parcel or per acre, whichever is greater.
- [8] Estimated based on the FY 2012-2013 rate of \$16.71 per parcel.
- [9] Expected amount based on the Santa Margarita Water District CFD No. 99-1 FY 2013-2014 Assigned Special Tax rate of \$0.8468 per unit SF for Developed Property. Maximum amount based on the greater of the Assigned Special Tax or the Backup Special Tax, where the Backup Special Tax rate is \$0.3030 per parcel SF. The Assigned and Backup Special Tax rates escalate at 2% per year.
- [10] Expected amount based on the Capistrano Unified School District CFD No. 90-2 FY 2013-2014 Assigned Special Tax rate of \$0.8468 per unit SF for Developed Property. Maximum amount based on the greater of the Assigned Special Tax or the Backup Special Tax, where the Backup Special Tax rate is approximately \$0.2203 per parcel SF. The Assigned and Backup Special Tax rates escalate at 2% per year.
- [11] Expected amount based on the Capistrano Unified School District CFD No. 90-2, IA No. 2002-1 FY 2013-2014 Assigned Special Tax rate of \$0.7668 per unit SF for Developed Property. Maximum amount based on the greater of the Assigned Special Tax or the Backup Special Tax, where the Backup Special Tax rate is approximately \$17,541.53 per parcel acre. The Assigned and Backup Special Tax rates escalate at 2% per year.

Source: David Taussig & Associates, Inc.

Value-to-Lien

The following table sets forth the distribution of assessed value-to-Refunding Bonds lien ratios among parcels of properties subject to the Special Tax levy, based on fiscal year 2012-13 total assessed values (including exemptions) and the Refunding Bonds.

**Community Facilities District No. 90-2 of the  
Capistrano Unified School District  
(Improvement Area No. 2002-1)  
Value-to-Lien of Special Tax Bonds Distribution**

Value-to-Lien Range	Number of Parcels Taxed	Estimated FY 2013-14 Improvement Area Levy	Percentage of Estimated FY 2013-14 Levy	Improvement Area Bonds Outstanding <sup>1</sup>	CFD No. 90-2 Bonds Outstanding <sup>2</sup>	SMWD CFD No. 99-1 Bonds Outstanding <sup>3</sup>	MWD Bonds Outstanding <sup>3</sup>	Total Direct and Overlapping Debt	FY 2012-13 Net Assessed Value <sup>4</sup>	Estimated Assessed Value-to-Lien Ratios
0-2.99	15	\$41,895	1.08%	\$512,717	\$245,335	\$517,156	\$44	\$1,275,252	\$708,829	0.56 to 1
3.00-9.99	490	\$1,030,708	26.64%	\$12,613,981	\$6,035,788	\$12,723,194	\$18,311	\$31,391,275	\$292,346,804	9.31 to 1
10.00-19.99	1,262	\$2,788,838	72.07%	\$34,130,282	\$16,331,301	\$34,694,685	\$58,542	\$85,214,811	\$934,636,958	10.97 to 1
20.00 or Greater	6	\$8,009	0.21%	\$98,020	\$46,861	\$497,640	\$1,209	\$643,729	\$19,295,638	29.97 to 1
<b>Grand Total</b>	<b>1,773</b>	<b>\$3,869,450</b>	<b>100.00%</b>	<b>\$47,355,000</b>	<b>\$22,659,285</b>	<b>\$48,432,675</b>	<b>\$78,107</b>	<b>\$118,525,067</b>	<b>\$1,246,988,229</b>	<b>10.52 to 1</b>

<sup>1</sup> Based on bond sizing provided by GFSI [TO UPDATE]. Allocated based on estimated fiscal year 2013-2014 levy.

<sup>2</sup> As of March 2, 2013. Allocated based on estimated fiscal year 2013-2014 levy.

<sup>3</sup> As of March 2, 2013. Allocated based on fiscal year 2012-2013 levy.

<sup>4</sup> Fiscal year 2012-2013 net assessed values as of January 1, 2012 provided by the Orange County Assessor.

<sup>5</sup> Includes 10 parcels with no improvement value, owned by SP Talega LLC as of January 1, 2012. The other five parcels have reduced assessed value due to Proposition 60/90.

The aggregate value-to-total lien ratio of Taxable Property in the Improvement Area, based on fiscal year 2012-13 assessed values of Taxable Property net of homeowner's exemption (\$1,246,988,229) and the total direct and overlapping tax and assessment debt (\$118,525,067) is 10.5, with the issuance of the Refunding Bonds. See "THE IMPROVEMENT AREA—Direct and Overlapping Debt" for details.

Although the Special Tax constitutes a lien on parcels subject to taxation within the Improvement Area, it does not constitute a personal indebtedness of the owners of property within the Improvement Area. There is no assurance that the owners will be financially able to pay the annual Special Tax or that they will pay such tax even if financially able to do so. The risk of the property owners not paying the annual Special Tax is more fully described in "SPECIAL RISK FACTORS."

No estimates are available for the market value of the property in the Improvement Area. The net taxable assessed valuation of property in the Improvement Area for fiscal year 2012-13 is \$1,246,988,229, which is approximately 26.3 times the aggregate principal amount of the Refunding Bonds, and approximately 10.5 times the principal amount of the Refunding Bonds plus overlapping bonded tax and assessment indebtedness. This net taxable assessed valuation may not be representative of the actual market value of property in the Improvement Area, however, since Article XIII A of the California Constitution limits any increase in assessed value to no more than 2% per year unless property is sold or transferred. As a consequence, typically the assessed value for a parcel is less than the actual market value unless the parcel recently has changed ownership. However, if the actual market value of a parcel decreases, then its assessed value could exceed the value of the parcel. For a further discussion of the assessed valuation of property within the Improvement Area, see "THE IMPROVEMENT AREA—Assessed Valuation of Property within the Improvement Area." In addition to the payment of the Special Tax, the owners of property within the Improvement Area will be obligated to pay *ad valorem* property taxes levied against such property and certain existing and any additional special taxes and assessments for which the property within the Improvement Area may become obligated. (See "THE IMPROVEMENT AREA – Direct and Overlapping Debt.")

## SPECIAL RISK FACTORS

### Not a General Obligation of the District or School District

The Refunding Bonds are special tax obligations of the District; the interest on, principal of, and redemption premiums, if any, upon the Refunding Bonds are payable solely from the proceeds of the Special Tax, as provided in the Fiscal Agent Agreement, and the District and School District are not obligated to pay the Refunding Bonds except from the proceeds of the Special Tax and other sources identified in the Fiscal Agent Agreement. Neither the general fund of the District nor School District is liable and the full faith and credit of neither the District nor School District is pledged for the payment of the interest on or principal of or redemption premiums, if any, on the Refunding Bonds, and no tax or assessment other than the Special Tax will ever be levied or collected to pay the interest on, or principal of, or redemption premiums, if any, upon the Refunding Bonds.

### Levy of the Special Tax

The principal source of payment of debt service on the Refunding Bonds is the proceeds of the annual levy and collection of the Special Tax. The annual levy of the Special Tax is subject to the Maximum Rates authorized. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay principal and interest on the Refunding Bonds. Other funds that might be available include funds derived from the payment of delinquent Special Taxes and funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent.

The levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular taxed parcels and the amount of the levy of the Special Tax, and the Special Tax is expressly prohibited by the Law and the State Constitution from being based on assessed valuation. Thus, there will rarely, if ever, be a uniform relationship between the value of such parcels and the proportionate share of the debt service on the Refunding Bonds, and certainly not a direct relationship.

The Special Tax levied in any particular tax year on a taxed parcel will be based upon the revenue needs and the application of the Rate and Method. Application of the Rate and Method will, in turn, be dependent upon certain development factors with respect to each taxed parcel by comparison with similar development factors with respect to the other taxed parcels within the Improvement Area. Thus, the following are some of the factors which might cause the levy of the Special Tax on any particular taxed parcel to vary from the Special Tax that might otherwise be expected:

- Reduction in the number of taxed parcels, for such reasons as acquisition of taxed parcels by a government and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels (if the Special Tax is not already being levied at the Maximum Rates).
- Failure of the owners of taxed parcels to pay the Special Tax and delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, thereby resulting in an increased tax burden on the remaining parcels (if the Special Tax is not already being levied at the Maximum Rates).
- Development of a taxed parcel more rapidly than development of other taxed parcels, thereby resulting in the application of development factors in the Rate and Method to the parcel and resulting in an increased tax burden on the taxed parcel (if the Special Tax is not already being levied at the Maximum Rates).

### Billing of Special Taxes

A Rate and Method can result in a substantially heavier property tax burden being imposed upon properties within a community facilities district than elsewhere in a city or county, and this in turn can lead to problems in the collection of the special tax. In some community facilities districts the taxpayers have refused to pay the special tax and have commenced litigation challenging the special tax, the community facilities district, and the bonds issued by such district.

Under provisions of the Law, special taxes are to be billed to the properties within a community facilities district which were entered on the assessment roll of the county assessor by January 1 of the previous fiscal year on the regular property tax bills sent to owners of such properties. Such special tax installments are due and payable, and bear the same penalties and interest for non-payment, as do regular property tax installments. These special tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and installment

payments of special taxes in the future. See "SECURITY AND SOURCE OF PAYMENT—Covenant to Foreclose" for a discussion of the provisions which apply, and procedures which the District is obligated to follow, in the event of delinquency in the payment of installments of Special Taxes.

#### Collection of Special Taxes

In order to pay debt service on the Refunding Bonds, it is necessary that the Special Tax levied against land within the Improvement Area be paid in a timely manner. The Fiscal Agent Agreement provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described below and in the Law, is to be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for *ad valorem* property taxes. Pursuant to these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County Treasurer. See "SECURITY AND SOURCE OF PAYMENT—Property Taxation System and SECURITY AND SOURCE OF PAYMENT—Alternative Method of Tax Apportionment."

Pursuant to the Law, in the event of any delinquency in the payment of the Special Tax, the District may order the institution of a superior court action to foreclose the lien therefor within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at judicial foreclosure sale. Such judicial foreclosure action is not mandatory. However, the District has covenanted for the benefit of the owners of the Refunding Bonds that it will review the public records of the County in connection with the collection of the Special Tax on February 25 and June 25 of each year to determine the amount of delinquent Special Taxes, and commence foreclosure proceedings as authorized by the Law in order to enforce the lien of the delinquent installments of the Special Tax against each separate lot or parcel of land in the District under conditions specified in the Fiscal Agent Agreement, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale. In addition, the District covenants that if the District determines on the basis of its review that any single property owner in the District is delinquent by more than \$25,000 in his or her obligation to pay the Special Tax for such fiscal year, then it will institute, prosecute, and pursue such foreclosure proceedings in the time and manner provided in the Fiscal Agent Agreement against such property owner.

In the event that sales or foreclosures of property are necessary, there could be a delay in payments to holders of the Refunding Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the District of the proceeds of sale. See "SECURITY AND SOURCE OF PAYMENT—Covenant to Foreclose."

#### Discontinuance of Advancement of the Special Tax

The County implemented its Teeter Plan as an alternate procedure for the distribution of certain property tax and assessment levies on the secured roll. Pursuant to its Teeter Plan, the County has elected to provide local agencies and taxing areas, including the District, with full tax and assessment levies instead of actual tax and assessment collections. In return the County is entitled to retain all delinquent tax and assessment payments, penalties and interest. Thus, the County's Teeter Plan may help protect owners from the risk of delinquencies in the payment of special taxes. However, the County is entitled, and under certain circumstances could be required, to terminate its Teeter Plan with respect to all or part of the local agencies and taxing areas covered thereby. A termination of the Teeter Plan with respect to a community facilities district would eliminate such protection from delinquent special taxes for such community facilities district. See "SECURITY AND SOURCE OF PAYMENT—Alternative Method of Tax Apportionment."

#### Maximum Special Tax

Within the limits of the Special Tax, the District may adjust the Special Tax levied on all property within the Improvement Area to provide an amount required to pay principal of and interest and any premiums on the Refunding Bonds, and the amount, if any, necessary to replenish the Reserve Fund to the Reserve Requirement, and to pay the Administrative Expense Requirement. However, the amount of the Special Tax that may be levied against particular categories of property within the Improvement Area is subject to the Maximum Special Tax. There is no assurance that the Maximum Special Tax will at all times be sufficient to pay the amounts required to be paid by the Fiscal Agent Agreement. See "SECURITY AND SOURCE OF PAYMENT—The Special Tax" and "THE IMPROVEMENT AREA."



### Concentration of Property Ownership

Failure of any significant landowner to pay the annual Special Taxes when due could result in the rapid, total depletion of the Reserve Fund prior to replenishment from the resale of the property upon a foreclosure or otherwise or prior to delinquency redemption after a foreclosure sale, if any. In that event, there could be a default in payments of the principal of and interest on the Refunding Bonds.

The only asset of each owner which constitutes security for the Refunding Bonds is his or her property holdings located within the Improvement Area. See "SPECIAL RISK FACTORS—Bankruptcy" and "SECURITY AND SOURCE OF PAYMENT—Covenant to Foreclose" for further discussion.

### Exempt Properties

Certain properties are exempt from the Special Tax in whole or in part, in accordance with the approved formula. See "APPENDIX B—RATE AND METHOD OF APPORTIONMENT." In addition, the Law provides that properties or entities of the state, federal, or local government are exempt from the Special Tax; provided, however, that property within the Improvement Area acquired by a public entity through a negotiated transaction, or by gift or devise, which is not otherwise exempt from the Special Tax, will continue to be subject to the Special Tax. In addition, the Law provides that if property subject to the Special Tax is acquired through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment. The constitutionality and operation of these provisions of the Law have not been tested.

The Law further provides that no other properties or entities are exempt from the Special Tax unless the properties or entities are expressly exempted in a resolution of consideration to levy a new special tax or to alter the rate or method of apportionment of an existing special tax. The Law would prohibit the Board from adopting a resolution to reduce the rate of the Special Tax or terminate the levy of the Special Tax unless the Board determined that the reduction or termination of the Special Tax "would not interfere with the timely retirement" of the Refunding Bonds.

### Land Values

The total assessed valuation of the Improvement Area may understate or overstate the actual market value of property in the Improvement Area. Article XIII A of the California Constitution limits any increase in assessed value to no more than 2% a year unless property is sold or transferred. As a consequence, assessed values are typically less than actual market values unless the property recently has changed ownership. However, no assurances as to the market value of the properties within the Improvement Area can be made by the District.

### Hazardous Substances

One of the most serious risks in terms of the potential reduction in the value of Taxable Property is a claim with regard to a hazardous substance. In general, the owners and operators of Taxable Property may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but State laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the Taxable Property be affected by a hazardous substance, is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

Further, it is possible that liabilities may arise in the future with respect to any of the Taxable Property resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but that has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently on the parcel of a substance not presently classified as hazardous but that may in the future be so classified. Such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of Taxable Property that is realizable upon a delinquency and subsequent institution of foreclosure proceedings. See "SECURITY AND SOURCE OF PAYMENT" for more information.

### Bankruptcy

The payment of the Special Tax and the ability of the District to foreclose the lien of a delinquent unpaid Special Tax installment may be limited by bankruptcy, insolvency, or other laws generally affecting creditors' rights or by the laws of the State of California relating to foreclosure.

The various legal opinions to be delivered concurrently with the delivery of the Refunding Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by the application of equitable principles and by the exercise of judicial discretion in appropriate cases. Although bankruptcy proceedings would not cause the liens to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings. Such delay could increase the likelihood of a delay or default in payment of the principal of and interest on the Refunding Bonds and the possibility of delinquent Special Tax installments not being paid in full.

### No Acceleration Provision

The Refunding Bonds do not contain a provision allowing for the acceleration of the debt service of the Refunding Bonds in the event of a payment default or other default under the terms of the Refunding Bonds or the Fiscal Agent Agreement.

### Land Development

Development within the Improvement Area may be adversely affected by changes in general or local economic conditions, fluctuations in the real estate market, increased construction costs, development, financing and marketing capabilities of individual property owners, water shortages, and other similar factors. Development in the Improvement Area may also be affected by development in surrounding areas that may compete with the Improvement Area. In addition, land development operations are subject to comprehensive federal, State, and local regulations, including environmental, land use, zoning, and building requirements. There can be no assurance that land development operations within the Improvement Area will not be adversely affected by these risks. The District has not evaluated these risks. Since these are largely business risks of the type that property owners customarily evaluate individually, and inasmuch as changes in land ownership may well mean changes in the evaluation with respect to any particular parcel, the District has undertaken the financing without regard to any such evaluation. Thus, the creation of the Improvement Area and the issuance of the Refunding Bonds by the District in no way implies that the District has evaluated these risks or the reasonableness of these risks, but to the contrary the District has made no such evaluation and is proceeding with the financing even though such risks may be serious and may ultimately halt or slow the progress of land development and forestall the realization of parcel values for Taxable Property.

The ability of the District to levy the Special Tax is not dependent on the development of the properties within the Improvement Area, although the rates at which the Special Tax may be levied will be affected by the pace of development. The development of the property within the Improvement Area may affect the landowners' ability and willingness to pay the Special Tax and may affect the market value of the property if foreclosed for delinquent payment of the Special Tax.

### Proceedings to Reduce or Terminate Special Tax

Pursuant to the Law, proceedings could be initiated to reduce or terminate the levy of the Special Tax. However, the Law would prohibit the Board from adopting a resolution to reduce the rate of the Special Tax or terminate the levy of the Special Tax unless the Board determined that the reduction or termination of the Special Tax "would not interfere with the timely retirement" of any outstanding indebtedness secured by the Special Tax.

### Parity Taxes and Special Assessments

The Special Tax and any penalties thereon will constitute a lien against the lots and parcels of land on which they will be annually imposed until they are paid. Such lien is on a parity with all special taxes and special assessments currently levied or which may be levied in the future by other agencies and is co-equal to and independent of the lien for general property taxes regardless of when

they are imposed upon the same property. The Special Tax has priority over all existing and future private liens imposed on the property. The District, however, has no control over the ability of other entities and districts to issue indebtedness secured by a special tax or assessments payable from all or a portion of the property within the Improvement Area. Taxes imposed against property within the Improvement Area established by the District and the Santa Margarita Water District are on parity with the Special Tax, as are numerous special assessments imposed against property within the Improvement Area. See "THE IMPROVEMENT AREA—Direct and Overlapping Debt."

#### Future Indebtedness

At the present time, some of the property in the Improvement Area is in an undeveloped state. In order to develop any improvements on the property, the developers who ultimately build on it will need to construct improvements. The cost of these additional improvements will increase the public and private debt for which the land in the Improvement Area or other land or collateral owned by the developers is security, and such increased debt could reduce the ability or willingness of the property owners to pay the Special Taxes levied against the land in the Improvement Area.

#### Disclosures to Future Purchasers

The willingness or ability of an owner of a parcel of Taxable Property to pay the Special Tax even if the value is sufficient may be affected by whether or not the owner was given due notice of the Special Tax authorization at the time the owner purchased the parcel, was informed of the amount of the Special Tax on the parcel should the Special Tax be levied at the maximum tax rate and the risk of such a levy and, at the time of such a levy, has the ability to pay it as well as pay other expenses and obligations. The District has caused a notice of the Special Tax to be recorded in the Office of the Recorder for the County against each parcel of Taxable Land. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of a property within the Improvement Area or lending of money thereon.

The Law requires the subdivider (or its agent or representative) of a subdivision to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with the above requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

#### Loss of Tax Exemption

As discussed under "LEGAL MATTERS – Tax Exemption," interest on the Refunding Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of issuance, as a result of acts or omissions of the District or School District subsequent to the issuance of the Refunding Bonds in violation of the District's covenants with respect to the Refunding Bonds. Should interest become includable in gross income, the Refunding Bonds are not subject to redemption by reason thereof and will remain outstanding until maturity unless earlier redeemed pursuant to optional or mandatory redemption or redemption upon prepayment of the Special Tax. See "THE REFUNDING BONDS – Redemption Provisions" herein.

#### IRS Audit of Tax-Exempt Bond Issues

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Refunding Bonds will be selected for audit by the IRS. It is also possible that the market value of such Refunding Bonds might be affected as a result of such an audit of such Refunding Bonds (or by an audit of similar bonds or securities).

#### Proposition 218

On November 5, 1996, the voters of the State approved Proposition 218, the so-called "Right to Vote on Taxes Act." (See

“CONSTITUTIONAL & STATUTORY PROVISIONS AFFECTING SCHOOL DISTRICT REVENUES & EXPENDITURES – Limitations on Revenues” for more information.) Proposition 218 added Articles XIIC and XIID to the State Constitution, which contain a number of provisions affecting the ability of local agencies to levy and collect both existing and future taxes, assessments, fees and charges. Among other things, Article XIIC establishes that every tax is either a “general tax” (imposed for general governmental purposes) or a “special tax.” Article XIII also states that “...the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge.” The Law provides for a procedure which includes notice, hearing, protest and voting requirements to alter the rate and method of apportionment of an existing special tax. However, the Law prohibits a legislative body from adopting any resolution to reduce the rate of any special tax or terminate the levy of any special tax pledge to repay special tax debt, unless such legislative body determines that the reduction or termination of the special tax would not interfere with the timely retirement of that debt. Accordingly, although the matter is not free from doubt, it is likely that Proposition 218 has not conferred on the voters the power to repeal or reduce the Special Taxes through the initiative process, if such reduction would interfere with the timely retirement of the Refunding Bonds.

The interpretation and application of Proposition 218 will ultimately be determined by the courts, and it is not possible at this time to predict with certainty the outcome of such determination or the timeliness of any remedy afforded by the courts.

## THE SCHOOL DISTRICT

*The information in this section concerning the operations of the School District and its finances are provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Refunding Bonds is payable from the general fund of the School District. The Refunding Bonds are payable from the proceeds of the Special Tax. See “SECURITY AND SOURCE OF PAYMENT” herein.*

### General Information

Founded in 1965, the School District encompasses 195 square miles in seven cities and a portion of the unincorporated area of the County. The School District includes all or part of the cities of San Clemente, Dana Point, San Juan Capistrano, Laguna Niguel, Aliso Viejo, Mission Viejo and Rancho Santa Margarita, and the communities of Las Flores, Coto de Caza, Dove Canyon, Ladera Ranch, and Wagon Wheel.

The School District provides public education within the boundaries of its jurisdiction for kindergarten through 12<sup>th</sup> grade in 55 campuses. Additionally, there are five charter schools operating within the School District. See “THE SCHOOL DISTRICT – Charter Schools.”

### The Board of Trustees and Key Administrative Personnel

The Board governs all activities related to public education within the jurisdiction of the School District. The Board consists of seven members who are publicly elected from within the boundaries of the School District according to specific area. Each Board member is elected by the public for a four-year term of office and elections for the Board are staggered every two years. The Board has the decision-making authority and is accountable for all fiscal matters relating to the School District.

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The current members of the Board are set forth in the following table.

**Board of Trustees  
Capistrano Unified School District**

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<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
John M. Alpay	President	December 2016
Lynn Hatton	Vice President	December 2014
Anna Bryson	Clerk	December 2014
Ellen M. Addonizio	Member	December 2014
Amy Hanacek	Member	December 2016
Dr. Gary Pritchard	Member	December 2016
Jim Reardon	Member	December 2016

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The Superintendent of the School District is appointed by the Board and reports to the Board. The Superintendent is responsible for managing the School District's day-to-day operations and supervising the work of other key School District administrators. Key members of the School District's staff are set forth on page 'iv' of this Official Statement.

Average Daily Attendance

Student enrollment determines to a large extent what a California public school district receives in funding for program, facilities and staff needs. Average daily attendance ("ADA") is calculated based on the percentage of time a student attends school between the start of school and the second period attendance reporting date, or "P-2". The P-2 date is the last day of the last full attendance month concluding prior to April 15. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to school districts.

Enrollment can fluctuate due to factors such as population growth, competition from private, parochial, and public charter schools, inter-district transfers in or out, and other causes. Losses in enrollment will cause a school district to lose operating revenues, without necessarily permitting the School District to make adjustments in fixed operating costs.

Set forth below is the P-2 ADA for the School District for previous four fiscal years, and budgeted P-2 ADA for the current fiscal year, excluding adult education and charter school ADA.

**Average Daily Attendance  
Capistrano Unified School District**

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	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14*</u>
Period 2 ADA	49,828	49,375	48,704		

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\*Estimated.

Employee Relations

California law provides that employees of public school districts of the State are to be divided into appropriate bargaining units which then are to be represented by an exclusive bargaining agent. The School District has three recognized bargaining units that represent its non-management employees: Capistrano Unified Education Association represents the members of the School District's certificated teaching staff, California School Employees Association Chapter 224 is the exclusive bargaining agent for classified non-management employees, and Teamsters Local 952.

Set forth in the following table are the School District’s bargaining units, number of budgeted employees by full-time equivalents (“FTEs”), and contract status in fiscal year 2013-14.

**Bargaining Units, Number of Employees and Contract Status  
Capistrano Unified School District**

<u>CERTIFICATED</u>	<u># OF FTEs</u>	<u>STATUS</u>
Capistrano Unified Education Association	_____	for fiscal year 2013-14.
<u>CLASSIFIED</u>	<u># OF FTEs</u>	<u>STATUS</u>
California School Employees Association Chapter 224	_____	for fiscal year 2013-14.
Teamsters Local 952	_____	for fiscal year 2013-14.

The School District also has \_\_\_ FTEs managerial, supervisorial and other confidential employees who are not part of a bargaining unit.

Pension Plans

All full-time employees of the School District are eligible to participate under defined benefit retirement plans maintained by agencies of the State. Certificated employees are eligible to participate in the cost-sharing multiple-employer State Teachers’ Retirement System (“STRS”). Classified employees are eligible to participate in the agent multiple-employer Public Employees’ Retirement Fund of the Public Employees’ Retirement System (“PERS”), which acts as a common investment and administrative agent for participating public entities within the State.

STRS operates under the State of California Education Code sections commonly known as the State Teachers’ Retirement Law. Membership is mandatory for all certificated employees of California public schools meeting the eligibility requirements. STRS provides retirement, disability and death benefits based on an employee’s years of service, age and final compensation. Employees vest after five years of service and may receive retirement benefits at age fifty-five. Active plan members are required to contribute 8.0% of their salary and the School District is required to contribute an actuarially determined rate (\_\_\_% in 212-13). The School District’s contribution to STRS was \$15,953,953 for fiscal year 2010-11, was \$16,198,426 for fiscal year 2011-12, and is estimated to be \$\_\_\_\_\_ for fiscal year 2012-13.

All full-time classified employees of the School District participate in PERS, which provides retirement, disability and death benefits based on an employee’s years of service, age and final compensation. Employees vest after five years of service and may receive retirement benefits at age fifty. These benefit provisions and all other requirements are established by State statute and district resolution. Active plan members are required to contribute 7.0% of their salary and the School District is required to contribute an actuarially determined rate (\_\_\_% in fiscal year 2012-13). The School District’s contribution to PERS was \$5,441,835 for fiscal year 2010-11, was \$5,594,649 for fiscal year 2011-12, and is estimated to be \$\_\_\_\_\_ for fiscal year 2012-13.

In addition, District employees not covered under PERS or STRS are eligible to participate in the Public Agency Retirement System (“PARS”). The District’s contribution to PARS was \$121,046 in fiscal year 2010-11 and \$132,877 in fiscal year 2011-12.

For a more complete description of the School District’s pension plan and annual contribution requirements, see “APPENDIX D” attached hereto.

Other Post-Employment Benefits

The Postemployment Benefit Plan (the Plan) is a single-employer defined benefit healthcare plan administered by the School District. The Plan provides medical and dental insurance benefits to eligible retirees and their spouses. Eligible retirees are those individuals who retired on or after attaining the age of 53 for classified retirees or 55 for certificated retirees and have at least 10 years of service with the School District. Benefits will continue for these retirees until they reach the age of 65. In fiscal year

2011-12, membership of the Plan consisted of \_\_\_ retirees and beneficiaries currently receiving benefits, \_\_\_ terminated Plan members entitled to but not yet receiving benefits, and \_\_\_ active Plan members.

The contribution requirements of plan members and the School District are established and may be amended by the School District and the Capistrano Unified Education Association, the California Service Employees Association and unrepresented groups. The required contribution is based on projected pay-as-you-go financing requirements, with an additional amount to prefund benefits as determined annually through the agreements between the School District, the employee group. For fiscal year 2011-12, the School District contributed \$\_\_\_\_\_ to the Plan, all of which was used for current premiums (approximately \_\_\_% of total premiums). Plan members receiving benefits contributed \$\_\_\_\_\_, or approximately \_\_\_% of the total premiums.

The School District completed an actuarial study identifying the School District's Other Post Employment Benefit ("OPEB") liability as of July 1, 2011. The study determined the School District's OPEB actuarial accrued liability to be \$49,680,287, all of which was unfunded, and the annual required contribution ("ARC") to be \$6,130,097. The School District has not established an irrevocable trust to fund its UAAL. The School District's pay-as-you-go contribution in fiscal year 2011-12 was \$2,018,166.

### Accounting Practices

The School District accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's *California School Accounting Manual*. The accounting policies of the School District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board and the American Institute of Certified Public Accountants.

The School District's financial statements consist of government-wide statements and fund-based financial statements. Government-wide statements, consisting of a statement of net assets and a statement of activities, report all the assets, liabilities, revenue and expenses of the School District and are accounted for using the economic resources measurement focus and accrual basis of accounting. The fund-based financial statements consist of a series of statements that provide information about the School District's major and non-major funds. Governmental funds, including the School District's General Fund, special revenues funds, capital project funds and debt service funds, are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become measurable and available, while expenditures are recognized in the period in which the liability is incurred, if measurable. Proprietary funds and fiduciary funds are accounted for using the economic resources measurement focus and accrual basis of accounting. See "NOTE 1" in "APPENDIX D" herein for a further discussion of applicable accounting policies.

The School District's independent auditor for the year ended June 30, 2012 is Vavrinek, Trine, Day & Co., LLP, Rancho Cucamonga, California. The financial statements of the School District as of and for the year ended June 30, 2012, are set forth in "APPENDIX D" attached hereto. The auditor has not performed any subsequent events review or other procedures relative to these audited financial statements since the date of its letter.

### Financial Statements

The audited financial statements of the School District for the fiscal year ending June 30, 2012, have been included in this Official Statement. See "APPENDIX D" herein. Audited financial statements for all prior fiscal years are on file with the School District and available for public inspection during normal business hours; they are also available to prospective investors and or their representatives upon request by contacting the School District at the address and telephone number set forth on page "iv" of this Official Statement, or by contacting the School District's financial advisor, Government Financial Strategies inc., 1228 N Street, Suite 13, Sacramento, California, 95814-5609, Tel. (916) 444-5100.

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The following table summarizes, in thousands of dollars the School District's general fund revenue, expenditures and fund balances from fiscal years 2009-10 through 2010-12 (audited), 2012-13 (estimated) and 2013-14 (budgeted).

**Historical and Budgeted General Fund Activity**  
**Capistrano Unified School District**  
(In Thousands)

	2009-10 <u>Audited</u>	2010-11 <u>Audited</u>	2011-12 <u>Audited</u>	2012-13 <u>Estimated</u>	2013-14 <u>Budget</u>
BEGINNING BALANCE	\$29,118	\$26,561	\$28,833		
Adjustments <sup>1</sup>	0	2,524	0		
RESTATED BEGINNING BALANCE	\$29,118	\$29,084	\$28,833		
REVENUES					
Revenue Limit Sources	\$249,192	\$262,949	\$257,897		
Federal Revenue	25,323	25,532	30,411		
Other State Revenues	80,527	82,535	82,551		
Other Local Revenues	8,485	10,958	10,981		
TOTAL REVENUES	\$363,527	\$381,973	\$381,841		
EXPENDITURES					
Certificated Salaries	\$191,132	\$191,238	\$193,899		
Classified Salaries	56,844	55,900	57,572		
Employee Benefits	82,707	83,526	88,980		
Books and Supplies	9,299	10,113	8,973		
Services and Other Operating Exp.	26,570	31,298	29,715		
Capital Outlay	20	3,467	4,282		
Other Outgo	9,152	10,186	10,965		
TOTAL EXPENDITURES	\$375,723	\$385,729	\$394,386		
FINANCING SOURCES (USES)	\$9,639	\$3,504	\$4,234		
NET INCREASE (DECREASE)	(\$2,557)	(\$251)	(\$8,311)		
ENDING BALANCE	\$26,561	\$28,833	\$20,522		

<sup>1</sup> The School District implemented *Government Accounting Standard Board Statement No. 54, Fund Balance Reporting and Government Type Definitions* ("GASB 54") during the fiscal year ending June 30, 2011, the effect of which was to reclassify and restate the School District's Fund 11—Adult Education Fund, Fund 14—Deferred Maintenance Fund, and Fund 20—Special Reserve Fund for Postemployment Benefits. However, the School District's General Fund estimated actuals for fiscal year 2012-13 and budget for fiscal year 2013-14 do not reflect the implementation of GASB 54.

Short-Term Borrowings

The School District has in the past issued short-term tax and revenue anticipation notes. Proceeds from the issuance of notes by the School District during previous fiscal years have been used to reduce interfund dependency and to provide the School District with greater overall efficiency in the management of its funds.

The School District has never defaulted on any of its short-term borrowings.



Long-Term Borrowings

The School District has made use of various capital and bonded lease arrangements in the past under agreements which provide for title of items and equipment being leased to pass to the School District upon expiration of the lease period. The School District has promised to annually appropriate the amounts necessary to make all future lease payments from available revenues.

In November 2012, the School District issued \$19.635 million of 2012 Refunding Certificates of Participation to refinance the outstanding balance of its Certificates of Participation Series 2002 (Education and Support Facilities). The 2012 Refunding Certificates of Participation have an average annual debt service of approximately \$1.8 million and mature in December 2025.

The School District's current outstanding general obligation bonds are set forth below, all of which are general obligations of School Facilities Improvement District No. 1 ("SFID No 1").

**Outstanding General Obligation Bonds  
Capistrano Unified School District SFID No. 1**

<u>Authorization</u>	<u>Issue</u>	<u>Final Maturity</u>	<u>Amount Issued</u>	<u>Outstanding as of June 30, 2013</u>	<u>Debt Service in Fiscal Year 2013-14</u>
Election of 1999	Series B <sup>2</sup>	August 2025	\$29,999,930	\$14,354,930*	\$ _____
Election of 1999	2012 Refunding	August 2026	27,455,000	27,455,000	_____

\*Excludes accreted interest on the capital appreciation bonds.

The School District has never defaulted on any of its long-term bonded indebtedness.

Non-Obligatory Debt

Non-obligatory debt relates to debt issuances by community facilities districts within the School District as authorized by the Mello-Roos Community Facilities Act of 1982 as amended, and the Mark-Roos Local Bond Pooling Act of 1985, and are payable from special taxes levied on property within the community facilities districts according to a methodology approved by the voters within the School District. Neither the faith and credit nor taxing power of the School District is pledged to the payment of the bonds. Reserves have been established from the bond proceeds to meet delinquencies should they occur. If delinquencies occur beyond the amounts held in those reserves, the School District has no duty to pay the delinquency out of any available funds of the School District. The School District acts solely as an agent for those paying taxes levied and the bondholders, and may initiate foreclosure proceedings. Special assessment debt of \$ \_\_\_\_\_ as of June 30, 2013, does not represent debt of the School District and, as such, does not appear in the School District's financial statements.

The School District has never defaulted on any of its non-obligatory bonded indebtedness.

COUNTY ECONOMIC PROFILE

*The boundaries of the Improvement Area include the City of San Clemente and are within the County. The information in this section concerning the City of San Clemente and the County are provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the Refunding Bonds are a debt of such entities. The Refunding Bonds are payable from the proceeds of the Special Tax. See "SECURITY AND SOURCE OF PAYMENT" herein.*

The County is one of 58 counties in the State and is located in the southwestern corner of the State.

Based on data compiled by DataQuick Information Systems, the median sale price of a single-family home in the County was \$537,000 in April 2013, an increase of approximately 27.9% from \$420,000 in April 2012. The median sale price of a single-family home in the City of San Clemente was \$735,250 in April 2013, an increase of approximately 12.8% from \$651,750 in April 2012.

Population

The following table displays population data from the 2010 census along with estimated population as of January 1 for the past three years for the County and the City of San Clemente.

Historical Population  
City of San Clemente and Orange County

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	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
San Clemente	63,522	63,735	64,252	64,542
Orange County	3,010,232	3,028,846	3,057,879	3,081,804

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Source: State Department of Finance

Unemployment

The following table contains a summary of the County's unemployment data seasonally unadjusted.

Historical Unemployment  
Orange County

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	<u>Annual 2009</u>	<u>Annual 2010</u>	<u>Annual 2011</u>	<u>Annual 2012</u>	<u>April 2013<sup>1</sup></u>
Total Labor Force	1,588,800	1,591,000	1,603,700	1,618,700	1,630,800
# Employed	1,448,200	1,440,400	1,464,400	1,496,000	1,538,300
# Unemployed	140,600	150,700	139,300	122,700	92,500
Unemployment Rate	8.8%	9.5%	8.7%	7.6%	5.7%

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<sup>1</sup>Preliminary

Source: State Employment Development Department

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## Major Employers

The following table provides a listing of 25 major employers in the County, listed by number of employees.

### Major Employers Orange County

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<u>Rank</u>	<u>Company</u>	<u>Employees in County</u>	<u>Operations in the County</u>
1	Walt Disney Co.	22,000	Disneyland Park, Disney California Adventure Park
2	University of California, Irvine	21,291	University California, Irvine, UCI Medical Center
3	St. Joseph Health System	12,048	St. Joseph Health System Headquarters, St. Joseph Hospital
4	Boeing Co.	7,700	Boeing Defense, Space and Security
5	Bank of America Corp.	6,300	Bank of America credit card servicing center, bank branches
5	Yum Brands Inc.	6,300	Taco Bell headquarters; Taco Bell, KFC, Pizza Hut
7	Kaiser Permanente	5,968	Kaiser Permanente hospitals, medical offices, regional offices
8	Target Corp.	5,527	Target stores, distribution center
9	Cedar Fair LP	5,200	Knott's Berry Farm, Knott's Soak City Water Park
10	California State University, Fullerton	5,173	California State University, Fullerton
11	MemorialCare Health System	5,096	MemorialCare Health System headquarters
12	Supervalu Inc.	5,008	Albertsons, Sav-on Pharmacy, distribution centers
13	Hoag Memorial Hospital Presbyterian	4,923	Hoag Memorial Hospital Presbyterian, Hoag Hospital Irvine
14	Wells Fargo & Co.	4,414	Wells Fargo banks, regional offices
15	Kroger Co.	4,200	Ralphs, Food 4 Less
16	Wal-Mart Stores Inc.	4,000	Wal-Mart, Sam's Club stores
17	UnitedHealth Group Inc.	3,800	PacifiCare, UnitedHealthcare
18	Marriot International Inc.	3,720	Marriott Hotels & Resorts, Ritz-Carlton
19	Allergan Inc.	3,700	Corporate headquarters, R&D
19	Edison International	3,700	Southern California Edison, Edison Mission Energy
21	Tenet Healthcare Corp.	3,650	Fountain Valley Regional Hospital, Garden Grove Hospital
22	Costco Wholesale Corp.	3,637	Costco stores
23	CVS Caremark Corp.	3,600	CVS Pharmacy stores
24	AT&T Inc.	3,500	AT&T, AT&T Wireless
25	Home Depot Inc.	3,500	Home Depot stores, regional offices

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Source: 2012 Orange County Business Journal.

## Taxable Sales

Total taxable sales reported during the calendar year 2011 in the County were approximately \$51,731,139 an 8.5% increase from the total taxable sales of approximately \$47,667,179,000 reported during calendar year 2010. Data for calendar year 2012 is not yet available.

The number of establishments selling merchandise subject to sales tax and the valuation of taxable transactions in the County is presented in the following table, rounded to the nearest thousand.

**Taxable Retail Sales  
Orange County**

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Sales Tax Permits	99,088	97,612	90,231	92,047	92,207
Taxable Sales (000's)	\$57,293,471	\$53,606,829	\$45,712,784	\$47,667,179	\$51,731,139

Source: State Board of Equalization

**LEGAL MATTERS**

Legal Opinion

The legal opinion of Bowie, Arneson, Wiles & Giannone, Newport Beach, California, Bond Counsel, approving the validity of the Bonds will be made available to purchasers at the time of original delivery and is attached in substantially final form as "APPENDIX F—PROPOSED FORM OF OPINION OF BOND COUNSEL." A copy of the legal opinion will be attached to each Bond.

[Disclosure Counsel] will pass upon certain legal matters for the District as disclosure counsel. Bowie, Arneson, Wiles & Giannone, Newport Beach, California, will pass upon certain legal matters for the District as special counsel to the School District.

Tax Exemption

In the opinion of Bowie, Arneson, Wiles & Giannone, Newport Beach, California, Bond Counsel, subject however, to certain qualifications described herein, under existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). In the further opinion of Bond Counsel, interest on the Bonds is not an item of tax preference for purposes of federal alternative minimum taxes imposed on individuals and corporations, although Bond Counsel observes that such interest is included as an adjustment in the calculation of federal corporate alternative minimum taxable income and may therefore affect a corporation's alternative minimum tax liabilities.

The opinions of Bond Counsel set forth in the preceding paragraph are subject to the condition that the District complies with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that such interest be, or continue to be, excluded from gross income for federal income tax purposes. The District has covenanted to comply with each such requirement.

Failure to comply with certain of such requirements may cause the inclusion of such interest in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. The Fiscal Agent Agreement and other related documents refer to certain requirements, covenants and procedures which may be changed and certain actions that may be taken, upon the advice or with an opinion of nationally recognized bond counsel. No opinion is expressed by Bond Counsel as to the effect on any Bond or interest thereon if such change is made or action is taken upon the advice or approval of counsel other than Bond Counsel. Bond Counsel expresses no other opinion regarding or concerning any other tax consequences related to the ownership or disposition of the accrual or receipt of interest on the Bonds.

In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income taxation. Owners of the Bonds should be aware that the ownership or disposition of, or the accrual or receipt of interest on the Bonds may have federal or state tax consequences other than as described above. Bond Counsel expresses no opinion regarding or concerning

any other tax consequences related to the ownership or disposition of the accrual or receipt of interest on the Bonds other than as expressly set forth above. See “APPENDIX F—PROPOSED FORM OF OPINION OF BOND COUNSEL.”

Bond Counsel’s engagement with respect to the Bonds ends with the issuance of the Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the School District or the Community Facilities District, as applicable, or the Owners regarding the tax-exempt status of the Bonds in the event of an audit examination by the Internal Revenue Service. Under current procedures, parties other than the School District or the Community Facilities District, as applicable, and their respective appointed counsel, including the Owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt Bonds is difficult, obtaining an independent review of Internal Revenue Service positions with which the Community Facilities District legitimately disagrees may not be practicable. Any action of the Internal Revenue Service, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of Bonds presenting similar tax issues may affect the market price for, or the marketability of, the Bonds, and may cause the Community Facilities District, School District, as applicable, or the Owners to incur significant expense.

**Original Issue Discount; Premium Bonds.** To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes “original issue discount,” the accrual of which, to the extent properly allocable to each owner thereof, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes and State personal income taxes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of the Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates).

The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Bonds. Owners of the Bonds should consult their own tax advisors with respect to the tax consequences of ownership of the Bonds with original issue discount, including the treatment of purchasers who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

The Bonds purchased, whether at original issuance or otherwise, for an amount greater than their principal amount payable at maturity (or, in some cases, at their earliest call date) (“Premium Bonds”) will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, a purchaser’s basis in a Premium Bond, and under United States Treasury Regulations, the amount of tax-exempt interest received, will be reduced by the amount of amortizable bond premium property allocable to such purchaser. Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

**Impact of Legislative Proposals, Clarifications of the Code and Court Decisions on Tax Exemption.** Future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Owners of the Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislative proposals, clarification of the Code or court decisions may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation as to which Bond Counsel expresses no opinion.

#### No Litigation

At the time of delivery of the Refunding Bonds, the District will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending with respect to which the District has been served with process or threatened, which:

- in any way questions the powers of the Board or the School District, or
- in any way questions the validity of any proceeding taken by the Board in connection with the issuance of the Refunding Bonds, or
- wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by the purchase contract with respect to the Refunding Bonds, or

- which, in any way, could adversely affect the validity or enforceability of the resolutions of the Board adopted in connection with the formation of the District or the issuance of the Refunding Bonds, the Fiscal Agent Agreement, the Escrow Agreement, the Continuing Disclosure Certificate or the purchase contract with respect to the Refunding Bonds, or
- to the knowledge of the District, which in any way questions the exclusion from gross income of the recipients thereof of the interest on the Refunding Bonds for federal income tax purposes, or
- in any other way questions the status of the Refunding Bonds under State tax laws or regulations.

#### RATING

Standard & Poor's Financial Services LLC ("S&P"), a subsidiary of The McGraw-Hill Companies, Inc., has assigned a municipal bond rating of "\_\_\_\_" to the Refunding Bonds. Such rating reflects only the views of such organization and an explanation of the significance of such rating may be obtained from S&P at the following address: Standard & Poor's Financial Services LLC, 55 Water Street, New York, New York 10041. There is no assurance that any such rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of the rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Refunding Bonds.

#### FINANCIAL ADVISOR

Government Financial Strategies inc. has been employed by the School District to perform financial advisory services in relation to the sale and delivery of the Refunding Bonds. Government Financial Strategies inc., in its capacity as financial advisor, has read and participated in drafting certain portions of this Official Statement. Government Financial Strategies inc. has not, however, independently verified nor confirmed all of the information contained within this Official Statement. Government Financial Strategies inc. will not participate in the underwriting of the Refunding Bonds. Fees charged by Government Financial Strategies inc. are not contingent upon the sale of the Refunding Bonds.

#### INDEPENDENT AUDITORS

The financial statements of the School District as of June 30, 2012, and for the fiscal year then ending, have been audited by Vavrinek, Trine, Day & Co. LLP, Rancho Cucamonga, California (the "Auditor"), and are set forth in "APPENDIX D — THE FINANCIAL STATEMENTS OF THE SCHOOL DISTRICT AS OF AND FOR THE YEAR ENDING JUNE 30, 2012" attached hereto. The Auditor has not been requested to consent to the inclusion of its report in this Official Statement. The Auditor has not undertaken to update the audited financial statements for fiscal year 2011-12 or its report, and no opinion is expressed by the Auditor with respect to any event subsequent to its report dated December 15, 2012.

#### UNDERWRITING

The Refunding Bonds were sold to \_\_\_\_\_ (the "Underwriter") pursuant to a bond purchase agreement by and among the District and the Underwriter for \$\_\_\_\_\_, an amount equal to the principal amount of the Refunding Bonds, plus an original issue premium of \$\_\_\_\_\_, less an underwriting discount of \$\_\_\_\_\_, at a true interest cost (TIC%) to the District of \_\_\_\_\_%.

The Underwriter has certified the initial offering prices or yields stated on the inside cover page to this Official Statement. The Underwriter may offer and sell the Refunding Bonds to certain dealers (including dealers depositing Refunding Bonds into investment trusts), dealer banks, banks acting as agents and others at prices lower than said public offering prices. The reoffering prices may be changed from time to time by the Underwriter.

## CONTINUING DISCLOSURE

The District has covenanted for the benefit of the holders and Beneficial Owners of the Refunding Bonds to provide certain financial information and operating data relating to the School District and the Improvement Area (the "Annual Report"), by not later than six months after the end of the fiscal year, commencing with the report for the 2012-13 fiscal year (which is due no later than December 31, 2013), and to provide notices of the occurrence of certain enumerated events. The Annual Report and notices of certain enumerated events will be filed by the School District with the MSRB through its EMMA system. The specific nature of the information to be contained in the Annual Report or the notices are set forth in "APPENDIX E—FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5) (the "Rule").

In connection with prior undertakings under the Rule, the School District did not file certain notices of rating downgrades in a timely manner. The School District has developed procedures to ensure that future notices of significant events are filed in a timely manner. As of the date of this Official Statement, all required filings have been made in connection with prior undertakings.

## ADDITIONAL INFORMATION

Additional information concerning the Improvement Area, the District, the School District, the Refunding Bonds or any other matters concerning the sale and delivery of the Refunding Bonds may be obtained from the School District by contacting the School District at the address and telephone number set forth on page "iii" of this Official Statement, or by contacting the Financial Advisor, Government Financial Strategies inc., 1228 N Street, Suite 13, Sacramento, California 95814-5609, telephone (916) 444-5100, facsimile telephone (916) 444-5109.

The execution and delivery of this Official Statement by the District has been duly authorization by the Board of the Capistrano Unified School District, acting as the legislative body of the District.

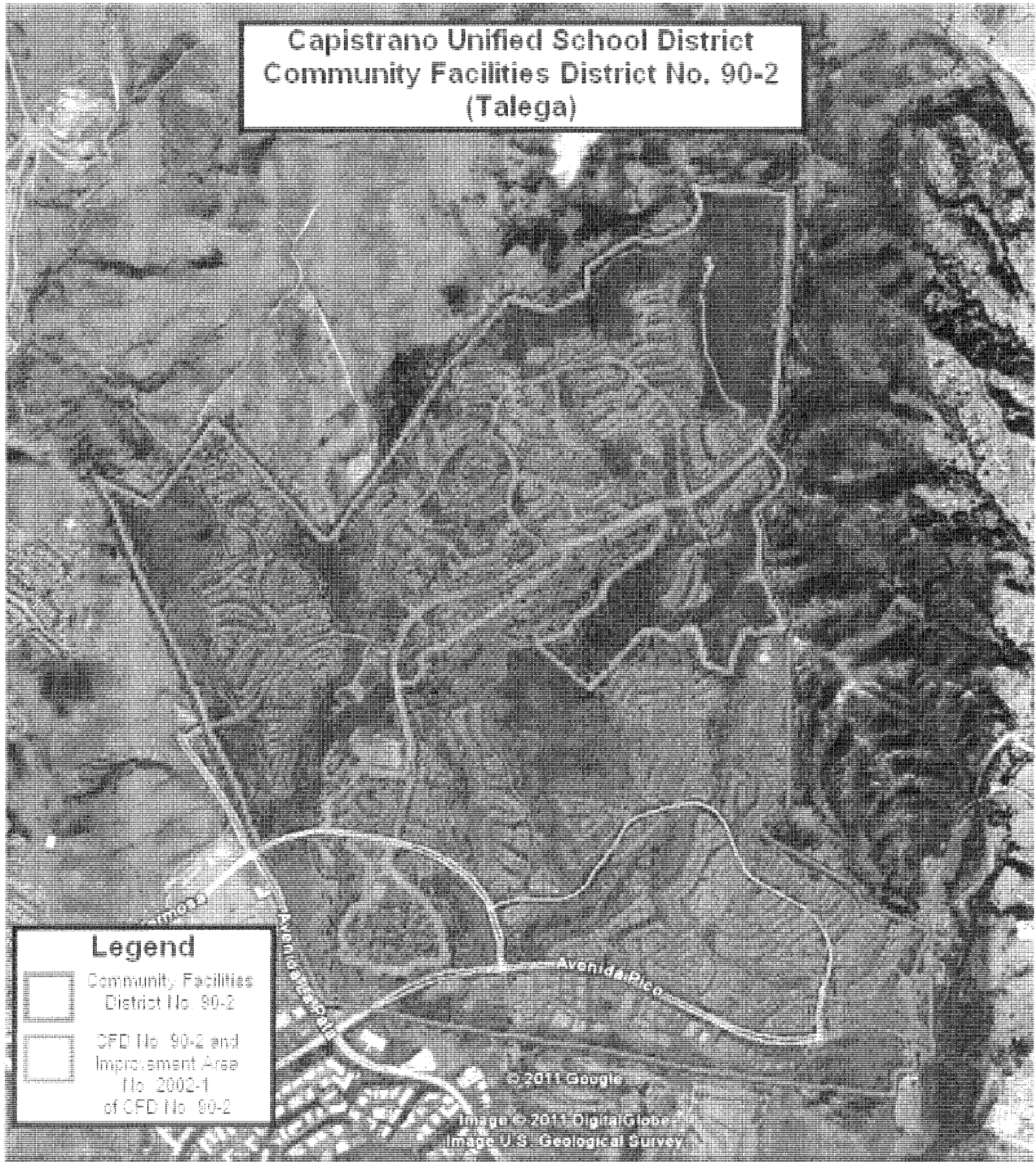
## CAPISTRANO UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Dr. Joseph M. Farley  
Superintendent



APPENDIX A  
LOCATION MAP FOR THE IMPROVEMENT AREA



**Capistrano Unified School District  
Community Facilities District No. 90-2  
(Talega)**



**Legend**

-  Community Facilities District No. 90-2
-  CFD No. 90-2 and Improvement Area No. 2002-1 of CFD No. 90-2

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Image © 2011 DigitalGlobe  
Image U.S. Geological Survey

APPENDIX B  
RATE AND METHOD OF APPORTIONMENT

APPENDIX C

RATE AND METHOD OF APPORTIONMENT FOR  
IMPROVEMENT AREA NO. 2002-1 OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 90-2 (TALEGA)

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in Improvement Area No. 2002-1 of the Capistrano Unified School District Community Facilities District No. 90-2 (Talega) ("Improvement Area No. 2002-1" or "IA No. 2002-1 ") and collected each Fiscal Year commencing in Fiscal Year 2002-2003, in an amount determined by the Board through the application of the appropriate Special Tax for "Developed Property," "Taxable Golf Course Property," "Taxable Property Owner Association Property," "Taxable Public Property," and "Undeveloped Property" as described below. All of the real property in IA No. 2002-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Acre or Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means the following actual or reasonably estimated costs directly related to the administration of IA No. 2002-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the School District or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the School District, IA No. 2002-1 or any designee thereof of complying with arbitration rebate requirements; the costs to the School District, IA No. 2002-1 or any designee thereof of complying with School District, IA No. 2002-1 or obligated persons disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the School District, IA No. 2002-1 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and the School District's annual administration fees, including, without limitation, expenses incurred in pursuit of State funding with respect to IA No. 2002-1 public facilities, and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the School District or IA No. 2002-1 for any other administrative purposes of IA No. 2002-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

**"Assessor's Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

**"Assessor's Parcel Map"** means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

**"Assigned Special Tax"** means the Special Tax for each Land Use Class of Developed Property as determined in accordance with Section C below.

**"Backup Special Tax"** means the Special Tax applicable to each Assessor's Parcel of Developed Property as determined in accordance with Section C below.

**"Board"** means the Board of Trustees of the Capistrano Unified School District, acting as the legislative body of IA No. 2002-1.

**"Bonds"** means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by IA No. 2002-1 under the Act.

**"CFD Administrator"** means an official of the School District, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"**CFD No. 90-2**" means Capistrano Unified School District Community Facilities District No. 90-2 (Talega).

"**City**" means the City of San Clemente.

"**County**" means the County of Orange.

"**Developed Property**" means, for each Fiscal Year, all Taxable Property, exclusive of Taxable Golf Course Property, Taxable Property Owner Association Property, or Taxable Public Property, for which a building permit for new construction was issued prior to March 1 of the prior Fiscal Year.

"**Fiscal Year**" means the period starting July 1 and ending on the following June 30.

"**Golf Course Property**" means up to 20 Acres utilized for golf course purposes as determined by the CFD Administrator. Any Acres in excess of 20 shall be considered Taxable Golf Course Property.

"**IA No. 2002-1**" means Improvement Area No. 2002-1 of CFD No. 90-2.

"**Indenture**" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"**Land Use Class**" means any of the classes listed in Table I.

"**Maximum Special Tax**" means the maximum Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"**Non-Residential Floor Area**" means the total building square footage of the building(s) located on an Assessor's Parcel, measured from outside wall to outside wall, exclusive of overhangs, porches, patios, carports, or similar spaces attached to the building but generally open on at least two sides. The determination of Non-Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor's Parcel.

"**Non-Residential Property**" means all Assessor's Parcels of Developed Property for which a building permit(s) was issued for a non-residential use.

"**Outstanding Bonds**" means all Bonds which are deemed to be outstanding under the Indenture.

"**Property Owner Association Property**" means any property within the boundaries of IA No. 2002-1 that is owned by or dedicated to a property owner association, including any master or sub-association.

"**Proportionately**" means for Developed Property that the ratio of the actual Special Tax levy to the Assigned Special Tax is equal for all Assessor's Parcels of Developed Property within IA No. 2002-1. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor's Parcels of Undeveloped Property in IA No. 2002-1.

"**Public Property**" means any property within the boundaries of IA No. 2002-1 that is used for rights-of-way or any other purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the City, the County or any other public agency, provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.

"**Residential Property**" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

"**Residential Floor Area**" means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor's Parcel.

"**School District**" means the Capistrano Unified School District.

"**Special Tax**" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property, Undeveloped Property, Taxable Golf Course Property, Taxable Property Owner Association Property, and Taxable Public Property to fund the Special Tax Requirement.

**"Special Tax Requirement"** means that amount required in any Fiscal Year for IA No. 2002-1 to: (i) pay debt service on all Outstanding Bonds; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement and rebate payments on the Bonds; (iii) pay reasonable Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) pay directly for construction of IA No. 2002-1 facilities eligible under the Act; and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; (vii) less a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

**"State"** means the State of California.

**"Taxable Golf Course Property"** means all Assessor's Parcels of Golf Course Property that are not exempt pursuant to Section E below.

**"Taxable Property"** means all of the Assessor's Parcels within the boundaries of IA No. 2002-1 which are not exempt from the Special Tax pursuant to law or Section E below.

**"Taxable Property Owner Association Property"** means all Assessor's Parcels of Property Owner Association Property that are not exempt pursuant to Section E below.

**"Taxable Public Property"** means all Assessor's Parcels of Public Property that are not exempt pursuant to Section E below.

**"Trustee"** means the trustee or fiscal agent under the Indenture.

**"Undeveloped Property"** means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Taxable Golf Course Property, Taxable Property Owner Association Property, or Taxable Public Property.

## **B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year, all Taxable Property within IA No. 2002-1 shall be classified as Developed Property, Taxable Public Property, Taxable Golf Course Property, Taxable Property Owner Association Property, or Undeveloped Property, and shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below. Developed Property shall be further classified as Residential Property and Non-Residential Property.

Residential Property shall be assigned to Land Use Class 1, and Non-Residential Property shall be assigned to Land Use Class 2.

## **C. MAXIMUM SPECIAL TAX**

### **1. Developed Property**

#### **a. Maximum Special Tax**

The Maximum Special Tax for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax or (ii) the amount derived by application of the Backup Special Tax.

#### **b. Assigned Special Tax**

The Assigned Special Tax for each Land Use Class is shown below in Table 1. The Assigned Special Tax for Residential Property shall be based on the amount of Residential Floor Area on the Assessor's Parcel. The Assigned Special Tax for Non-Residential Property shall be based on the amount of Non-Residential Floor Area on the Assessor's Parcel.

**TABLE 1**

**Assigned Special Taxes for Developed Property  
For Fiscal Year 2002-2003  
Improvement Area No. 2002-1**

<b>Land Use Class</b>	<b>Description</b>	<b>Assigned Special Tax</b>
1	Residential Property	\$0.6167 per square foot of Residential Floor Area
2	Non-Residential Property	\$0.1121 per square foot of Non-residential Floor Area

c. Backup Special Tax

The Fiscal Year 2002-2003 Backup Special Tax for an Assessor's Parcel of Developed Property shall equal \$14,108 per Acre.

d. Increase in the Assigned Special Tax and Backup Special Tax

On each July 1, commencing on July 1, 2003, the Assigned Special Tax and the Backup Special Tax shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

**2. Undeveloped Property, Taxable Golf Course Property, Taxable Property Owner Association Property, and Taxable Public Property**

a. Maximum Special Tax

The Fiscal Year 2002-2003 Maximum Special Tax for Undeveloped Property, Taxable Golf Course Property, Taxable Property Owner Association Property, and Taxable Public Property in IA No. 2002-1 shall be \$18,146 per Acre.

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2003, the Maximum Special Tax for Undeveloped Property, Taxable Golf Course Property, Taxable Property Owner Association Property, and Taxable Public Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

**D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

Commencing with Fiscal Year 2002-2003 and for each following Fiscal Year, the Board shall levy the Special Tax until the amount of Special Taxes levied equals the Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

First: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax as needed to satisfy the Special Tax Requirement;

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Special Tax for Undeveloped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property whose Maximum Special Tax is determined through the application of the Backup Special Tax shall be increased in equal percentages from the Assigned Special Tax up to the Maximum Special Tax for each such Assessor's Parcel;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Golf Course Property,

Taxable Property Owner Association Property, or Taxable Public Property at up to the Maximum Special Tax for Taxable Golf Course Property, Taxable Property Owner Association Property, or Taxable Public Property.

Notwithstanding the above, under no circumstances will the Special Tax levied against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased by more than ten percent as a consequence of delinquency or default by the owner of any other Assessor's Parcel within the CFD.

#### **E. EXEMPTIONS**

No Special Tax shall be levied on up to 835.01 Acres of Property Owner Association Property, Public Property, or Golf Course Property. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Property Owner Association Property, Public Property, or Golf Course Property. However, should an Assessor's Parcel no longer be classified as Property Owner Association Property, Public Property, or Golf Course Property its tax-exempt status will be revoked and it shall be taxed, at the applicable rate beginning in the next Fiscal Year.

#### **F. REVIEW/Appeal COMMITTEE**

The Board shall establish as part of the proceedings and administration of IA No. 2002-1 a special three-member Review/Appeal Committee. Any landowner or resident who feels that the amount of the Special Tax levied on their Assessor's Parcel is in error may file a notice with the Review/Appeal Committee appealing the amount of the Special Tax levied on such Assessor's Parcel. The Review/Appeal Committee shall interpret this Rate and Method of Apportionment and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeals, as herein specified. The decision of the: Review/Appeal Committee shall be final and binding as to all persons.

#### **G. MANNER OF COLLECTION**

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that IA No. 2002-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

#### **H. PREPAYMENT OF SPECIAL TAX**

The following definitions apply to this Section H:

**"Construction Fund"** means an account specifically identified in the Indenture to hold funds which are currently available for expenditure to acquire or construct public facilities eligible under the Act.

**"Construction Inflation Index"** means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

**"Future Facilities Costs"** means the IA Public Facilities minus (i) public facility costs previously paid from the Construction Fund, (ii) moneys currently on deposit in the Construction Fund, and (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance facilities costs.

**"IA Public Facilities"** means either \$46.8 million in 2002 dollars, which shall increase by the Construction Inflation Index on July 1, 2003, and on each July 1 thereafter, or such lower number as (i) shall be determined by the CFD Administrator as sufficient to provide the public facilities to be provided by IA No. 2002-1 under the authorized financing program for IA No. 2002-1, or (ii) shall be determined by the Board concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment as described in Section D.

**"Outstanding Bonds"** means all Previously Issued Bonds which are deemed to be outstanding under the Indenture after the first interest and/or principal payment date following the current Fiscal Year.

**"Previously Issued Bonds"** means all Bonds that have been issued by IA No. 2002-1 prior to the date of prepayment.

All Assessor's Parcels of Developed Property and Assessor's Parcels of Undeveloped Property for which a building permit has been issued may be prepaid. The Special Tax obligation applicable to such Assessor's Parcel in IA No. 2002-1 may be

fully prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 30 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. The CFD Administrator will charge a fee to the owner requesting prepayment for providing this figure. Prepayment must be made not less than 45 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture.

The Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

	Bond Redemption Amount
Plus	Redemption Premium
Plus	Future Facilities Amount
plus	Defeasance Amount
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
less	<u>Capitalized Interest Credit</u>
Total: equals Prepayment Amount	

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

**Paragraph No.:**

1. For Assessor's Parcels of Developed Property, compute the Assigned Special Tax and Backup Special Tax applicable for the Assessor's Parcel to be prepaid. For Assessor's Parcels of Undeveloped Property (for which a building permit has been issued) to be prepaid, compute the Assigned Special Tax and Backup Special Tax for that Assessor's Parcel as though it was already designated as Developed Property based upon the building permit which has already been issued for that Assessor's Parcel.
2. (a) Divide the Assigned Special Tax computed pursuant to paragraph 1 by the total estimated Assigned Special Taxes for the entire IA No. 2002-1 based on the: Developed Property Special Taxes which could be charged in the current Fiscal Year on all expected development through buildout of IA No. 2002-1, excluding any Assessor's Parcels which have been prepaid, and  
  
(b) Divide the Backup Special Tax computed pursuant to paragraph 1 by the estimated Backup Special Taxes at buildout of IA No. 2002-1 using the Backup Special Tax amount for the current Fiscal Year, excluding any Assessor's Parcels which have been prepaid.
3. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").
4. Multiply the Bond Redemption Amount computed pursuant to paragraph 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").
5. Compute the current Future Facilities Costs
6. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by the amount determined pursuant to paragraph 5 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").
7. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.
8. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel
9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.
10. Compute the minimum amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Administrative Fees and Expenses from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.



11. Add the amounts computed pursuant to paragraphs 7 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").
12. Verify the administrative fees and expenses of IA No. 2002-1, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").
13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.
14. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the larger quotient computed pursuant to paragraph 2(a) or 2(b) by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the "Capitalized Interest Credit").
15. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 3, 4, 6, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Prepayment Amount").
16. From the Prepayment Amount, the amounts computed pursuant to paragraphs 3, 4, 11, 13 and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to paragraph 6 shall be deposited into the Construction Fund. Prior to the sale of Bonds, 64% of such amount shall be designated for City facilities and 36% shall be designated for School District facilities. After the sale of Bonds, 100% of such amount shall be designated for School District facilities. The amount computed pursuant to paragraph 12 shall be retained by IA No. 2002-1.

The Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such cases, the increment above \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid, the Board shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Assigned Special Taxes that may be levied on Taxable Property within IA No. 2002-1 both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

#### **I. TERM OF SPECIAL TAX**

The Special Tax shall be levied for the period necessary to fully satisfy the Special Tax Requirement, but in no event shall it be levied after Fiscal Year 2044-45.

APPENDIX C  
SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT

[TO COME]

APPENDIX D

THE FINANCIAL STATEMENTS OF THE SCHOOL DISTRICT  
AS OF AND FOR THE YEAR ENDED JUNE 30, 2012

[TO COME]

APPENDIX E  
FORM OF CONTINUING DISCLOSURE CERTIFICATE

[TO COME]

APPENDIX F  
PROPOSED FORM OF OPINION OF BOND COUNSEL



[TO COME]

1228 N Street, Suite 13  
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CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

June 26, 2013

**RESOLUTION NO. 1213-53**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, AUTHORIZING THE ISSUANCE OF SERIES 2013 SPECIAL TAX REFUNDING BONDS OF COMMUNITY FACILITIES DISTRICT NO. 92-1 IN THE NOT TO EXCEED AMOUNT OF \$18,000,000, APPROVING A FISCAL AGENT AGREEMENT, APPROVING ESCROW ARRANGEMENTS, APPROVING CERTAIN DOCUMENTS, MAKING RELATED FINDINGS AND DETERMINATIONS AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH**

*WHEREAS*, the Board of Trustees (“Board” or “Board of Trustees”) of the Capistrano Unified School District (“School District”) located in Orange County, California, has heretofore undertaken proceedings and declared the necessity to issue bonds on behalf of Community Facilities District No. 92-1 of the School District (“District” or “CFD No. 92-1”) pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Act”);

*WHEREAS*, the Board previously adopted its “Statement of Local Goals and Policies Concerning the Use of the Mello-Roos Community Facilities Act of 1982, as Amended” (“Policy”) on August 16, 1993;

*WHEREAS*, CFD No. 92-1 was formed pursuant to the resolution entitled “RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LAS FLORES), APPROVING THE LEVY OF A SPECIAL TAX THEREIN, CALLING AN ELECTION AND APPROVING A JOINT COMMUNITY FACILITIES AGREEMENT” (Resolution No. 92-141) adopted by the Board of Trustees of the School District (“Board”) on December 21, 1992 (“Formation Resolution”);

*WHEREAS*, on December 21, 1992, the Board adopted a resolution entitled “RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT DETERMING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED \$30,000,000 WITHIN COMMUNITY FACILITIES DISTRICT NO. 92-1 AND CALLING AN ELECTION THEREIN” (Resolution No. 92-142) (“Bond Authorization Resolution”), which Bond Authorization Resolution authorized CFD No. 92-1 to issue bonds secured by the special taxes previously authorized by the Board under the Act to finance authorized school facilities;

authorized CFD No. 92-1 to issue bonds secured by the special taxes previously authorized by the Board under the Act to finance authorized school facilities;

*WHEREAS*, pursuant to the Formation Resolution and the Bond Authorization Resolution, a special election (“Election”) was duly and legally held and conducted within CFD No. 92-1 on December 21, 1992, at which Election there were submitted to the qualified voters of CFD No. 92-1 certain propositions, which provided in pertinent part, the following:

PROPOSITION A:

Shall Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) (the “District”) incur an indebtedness and issue bonds in the maximum aggregate principal amount of \$30,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, the proceeds of which will be used to finance the costs of planning, designing, constructing, acquiring, modifying, expanding, improving, furnishing, equipping or rehabilitating certain real and other tangible property with an estimated useful life of five years or longer, consisting of any and all school districts and school facilities necessary to house students in grades kindergarten through 12, including any types of support facilities and sites, including, but not limited to, central administration, food services, maintenance/operations, transportation and related auxiliary functions and certain roadway improvements (the “Facilities”), as provided in Resolution No. 92-141 of the Board of Trustees of the Capistrano Unified School District (the “Resolution of Formation”), and shall a special tax with a rate and method of apportionment as provided in the Resolution of Formation be levied to pay for the Facilities, for creation or replenishment of any necessary reserve funds, for any incidental expenses of the District for any expenses associated with the Facilities or the bonds, and for the payment of the principal of and interest on such bonds?

*WHEREAS*, more than two-thirds of the votes cast at said Election were cast in favor of incurring said indebtedness and issuing said special tax bonds and levying special taxes, and CFD No. 92-1 was authorized to issue bonds for the purpose set forth in the foregoing bond proposition and up to an aggregate principal amount as set forth above;

*WHEREAS*, the Board, acting as the Legislative Body of CFD No. 92-1 (Legislative Body of CFD No. 92-1 (“Legislative Body of CFD No. 92-1)), instituted proceedings to revise the rate and method of apportionment of special tax on September 11, 1995, which proceedings and all related resolutions and other documents are further detailed in the following recitals hereof, and shall be collectively referred to as the “Modification Proceedings” in this resolution;

*WHEREAS*, on December 11, 1995, the Board adopted “RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LAS FLORES) CALLING AN ELECTION ON A PROPOSITION TO ALTER THE EXISTING RATE AND METHOD OF APPORTIONMENT OF THE SPECIAL TAX OF COMMUNITY FACILITIES

DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LAS FLORES) (Resolution No. 9596-57) which ordered changes to the authorized rate and method of special tax for CFD No. 92-1 in accordance with the terms set forth in the "Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) Amended and Restated Rate and Method of Apportionment" ("Amended RMA"), and thereafter conducted a public hearing thereon on such date;

*WHEREAS*, pursuant to the Modification Proceedings, an election ("Subsequent Election") was duly and legally held and conducted on the 11<sup>th</sup> day of March 1996, at which Subsequent Election there was submitted to the qualified voters of CFD No. 92-1 a certain proposition, which provided, in pertinent part, the following:

PROPOSITION:

Shall the special taxes that may be levied annually within Community Facilities District No. 92-1 of the Capistrano Unified School District be changed as set forth in Resolution No. 9596-57 as adopted by the Board of Trustees of the Capistrano Unified School District on December 11, 1995?

*WHEREAS*, more than two-thirds of the votes cast at the Subsequent Election were cast in favor of levying special taxes according to the Amended RMA, resulting in CFD No. 92-1's authorization to issue Bonds for the purpose set forth in Formation Resolution and Bond Authorization Resolution, supported by the security of the special taxes levied and collected under the Amended RMA;

*WHEREAS*, in accordance with Section 53340 of the California Government Code, the Board, acting as the Legislative Body of CFD No. 92-1 ("Legislative Body of CFD No. 92-1"), adopted Ordinance No. 92-1-1 on April 19, 1993 ("Ordinance"), providing for the levy of a special tax within CFD No. 92-1 to provide for specified purposes, including funding debt service on authorized and issued bonds of CFD No. 92-1;

*WHEREAS*, CFD No. 92-1 previously issued and sold: (i) the first series of bonds in the aggregate principal amount of \$8,515,000 designated as the "Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) Series 1993 Special Tax Bonds" (the "1993 Bonds"); (ii) the second series of bonds in the aggregate principal amount of \$12,500,000 designated as the "Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) Series 1997 Special Tax Bonds" (the "1997 Bonds"); and (iii) the third series of bonds in the aggregate principal amount of \$31,360,000 designated as "Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) Special Tax Bonds" (the "Prior Bonds") in order to refund and defease the 1993 Bonds and the 1997 Bonds and related bond indentures, as well as finance school facilities as authorized by the CFD No. 92-1 proceedings referenced above, pursuant to the Board's adoption of Resolution No. 9798-102 ("Prior Bonds Resolution") on May 18, 1998, and the Bond Indenture between CFD No. 92-1 and U.S. Bank National Association, as fiscal agent thereunder ("1998 Fiscal Agent"), dated as of July 1, 1998 ("1998 Indenture");

*WHEREAS*, CFD No. 92-1 has not issued any other bonds, notes or other securities on a parity with the Prior Bonds;

*WHEREAS*, pursuant to the Act, the Board acting as the Legislative Body of CFD No. 92-1 intends to defease and refund the Prior Bonds currently outstanding in the principal amount of \$18,410,000 on a current basis, which is expected to provide a savings in total interest cost to maturity for outstanding bonded indebtedness of CFD No. 92-1;

*WHEREAS*, pursuant to the Act and the within-referenced proceedings, the Legislative Body of CFD No. 92-1 will proceed with the payment, redemption, and defeasance of the currently outstanding Prior Bonds under the terms and conditions and for the reasons set forth herein, and issue refunding bonds of CFD No. 92-1 in the aggregate principal amount not to exceed \$18,000,000 designated as the “COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT SERIES 2013 SPECIAL TAX REFUNDING BONDS” (“2013 Bonds”) in order to refund the outstanding Prior Bonds, and to fund a reserve fund for the 2013 Bonds and costs of issuing the 2013 Bonds, and has determined to authorize the execution and delivery of a Fiscal Agent Agreement with U.S. Bank National Association (“Fiscal Agent”) for the purpose of issuing the 2013 Bonds and providing for the terms thereof;

*WHEREAS*, in order to effect the current refunding of the Prior Bonds, the Board, acting as the Legislative Body of CFD No. 92-1, will authorize escrow instructions or an escrow agreement with U.S. Bank National Association (“Escrow Agent”) for the payment, defeasance and redemption of the Prior Bonds on September 1, 2013;

*WHEREAS*, the Board, acting as the Legislative Body of CFD No. 92-1, has determined, in accordance with Section 53360.4 of the Act and as further detailed in this Resolution, that a negotiated sale of the 2013 Bonds in accordance with the terms and conditions of a Bond Purchase Agreement, the form of which is presented to the Board at this meeting (“Purchase Agreement”) will result in a lower overall cost to CFD No. 92-1 than a public sale;

*WHEREAS*, pursuant to the Act and the within-referenced proceedings, the Legislative Body of CFD No. 92-1 will provide for the redemption, refunding and defeasance of the currently outstanding Prior Bonds under the terms and conditions and for the reasons set forth herein, and will make certain findings and determinations in connection with the refunding of the outstanding Prior Bonds and the issuance, sale and delivery of the 2013 Bonds;

*WHEREAS*, the Board, acting as the Legislative Body of CFD No. 92-1, desires to authorize or ratify, as applicable, the retention of consultants and attorneys to assist the School District and CFD No. 92-1 in the issuance, sale and delivery of the 2013 Bonds;

*WHEREAS*, the Board, acting as the Legislative Body of CFD No. 92-1, has been presented with various documents relating to the issuance and sale of the 2013 Bonds (each as further defined herein) including, but not limited to: the Preliminary Official Statement, including the form of the Continuing Disclosure Certificate set forth as an appendix thereto, and the form of the Purchase Agreement, which are incorporated herein by this reference; and

*WHEREAS*, all conditions, things and acts required to exist, to have happened and to have been performed precedent to the issuance of the 2013 Bonds, and for the levy, collection of the special taxes upon taxable property within CFD No. 92-1 and the pledge of the Net Taxes thereof as security for the 2013 Bonds, as contemplated by this Resolution and the documents referred to herein, exists, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

*NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 92-1, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:*

Section 1. Recitals. Each of the above recitals is true and correct and is incorporated herein.

Section 2. Financial Advisor. Government Financial Strategies, Inc., as Financial Advisor, is authorized and directed to assist the School District with the proceedings for the issuance and sale of the 2013 Bonds by CFD No. 92-1 and the redemption, refunding and defeasance of the Prior Bonds.

Section 3. Authorization of 2013 Bonds; Fiscal Agent Agreement. The Board, acting as the Legislative Body of CFD No. 92-1, hereby authorizes the issuance of the 2013 Bonds to effect the current refunding and defeasance of the Prior Bonds and the payment and redemption thereof on September 1, 2013, by setting aside proceeds of the 2013 Bonds, sufficient with other funds to be applied thereto, to pay the principal of, premium and interest on, the outstanding Prior Bonds, for refunding and defeasing the Prior Bonds, and to fund a reserve fund and costs of issuance for the 2013 Bonds in the not to exceed amount of \$18,000,000. Reference is hereby made to the Formation Resolution, the Bond Authorization Resolution, the Election, and the Ordinance pursuant to which the Legislative Body of CFD No. 92-1 is authorized to issue the 2013 Bonds for the purposes set forth in said documents and proceedings and to levy the special tax authorized by the Formation Resolution, the Election and the Ordinance.

The issuance of the 2013 Bonds in an aggregate principal amount not to exceed \$18,000,000 is authorized pursuant to the proceedings referenced herein and in the Act. The 2013 Bonds shall mature on the dates and pay interest at the rates set forth in the Purchase Agreement and otherwise shall be substantially in the form set forth in the Fiscal Agent Agreement (“Agreement”) hereinafter referred to. All other provisions of the 2013 Bonds shall be governed by the terms and conditions set forth in the Agreement to be executed by the President or Vice-President of the Legislative Body of CFD No. 92-1, or any other member of such body, or by the Superintendent or the Deputy Superintendent, Business and Support Services, of the School District, or their designees or other officers of the School District designated in writing (acting individually or collectively, the “Authorized Representative(s)”), which Agreement shall be in the form attached hereto as Exhibit A, which is incorporated herein by this reference, with such additions thereto and changes therein as are approved by any of the Authorized Representatives upon the advice of Bond Counsel (Bowie, Arneson, Wiles & Giannone), with such approval to be conclusively evidenced by the execution and delivery of the



Agreement. Capitalized terms used in this Resolution which are not defined herein shall have the meaning(s) ascribed to them in the form of the Agreement.

Section 4. Findings and Determinations. The Legislative Body of CFD No. 92-1 hereby finds and determines:

(a) Pursuant to Section 53363 of the Act, that it is prudent in the management of the fiscal affairs of CFD No. 92-1 to issue and sell the 2013 Bonds, subject to the limitations and conditions set forth herein.

(b) That in satisfaction of the requirements of Sections 53362, 53363.2 and 53364.5 of the Act, (i) the form of the 2013 Bonds, execution of the 2013 Bonds and expenditure of the proceeds of the 2013 Bonds (including federal rebate requirements), the date, place of repayment, denominations, form and the registration provisions of the 2013 Bonds shall be set forth in the Agreement, as executed and delivered; (ii) the final par amount of the 2013 Bonds, their maturities, interest rate(s) and redemption provisions shall conform to the terms of the Purchase Agreement (as further discussed herein), shall conform to the limitations of Sections 53363.2(e) and 53362.5 of the Act, shall conform to the limitations of Sections 5 and 6 hereof and shall be set forth in the final form of the Agreement; and (iii) the initial fiscal agent for the 2013 Bonds is set forth in Section 15 hereof.

(c) That it is prudent in the management of the fiscal affairs of CFD No. 92-1 to issue a portion of the 2013 Bonds to pay, redeem, and defease the outstanding Prior Bonds. In satisfaction of the requirements of Section 53363.2 of the Act, the Legislative Body of CFD No. 92-1 further finds and determines:

(i) the 2013 Bonds and the Prior Bonds are described herein and the date for the refunding of the outstanding Prior Bonds shall be specified in the escrow arrangements as provided below;

(ii) the date for redemption of the outstanding Prior Bonds to be set forth in the escrow arrangements is September 1, 2013;

(iii) the maturities of the 2013 Bonds issued which are allocated to redeem, refund and defease the outstanding Prior Bonds shall not exceed the final maturity of the Prior Bonds being refunded; and

(iv) the designated costs of issuing the 2013 Bonds are specified in Section 12 hereof.

(d) That the outstanding Prior Bonds will be paid, redeemed, and defeased with a portion of the proceeds of the 2013 Bonds, as well as certain other moneys held by the 1998 Fiscal Agent for the Prior Bonds. As part of the sale of the Bonds, CFD No. 92-1 shall be provided with documentation from the Financial Advisor to confirm a debt service savings on the debt service payments due with respect to the outstanding Prior Bonds compared with the debt

service on the 2013 Bonds allocated to refund the outstanding Prior Bonds, as required under Section 53326.5 of the Act.

Section 5. Negotiated Sale; Approval of Purchase Agreement; Findings for Negotiated Sale. The Legislative Body of CFD No. 92-1 hereby authorizes a negotiated sale of the 2013 Bonds to an underwriter selected by the Authorized Representative(s) in consultation with the Financial Advisor using a competitive process. The Authorized Representative(s) are hereby granted authority to select the underwriter in consultation with, and upon the recommendation of, the Financial Advisor. The 2013 Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Agreement, subject to the terms and conditions set forth herein. The Board shall be informed of the underwriter selected and the basis of the sale of the 2013 Bonds promptly after execution and delivery of the Purchase Agreement by CFD No. 92-1.

The proposed form of the Purchase Agreement presented at this meeting and the sale of the 2013 Bonds pursuant thereto upon the terms and conditions set forth therein is approved and, subject to the provisions of this Section and Sections 4 and 6 hereof, an Authorized Representative is authorized and directed for and in the name of CFD No. 92-1 to execute the Purchase Agreement in the form hereby approved, with such additions thereto and changes therein as are recommended or approved by the representative executing the same in consultation with the Financial Advisor, such approval to be conclusively evidenced by the execution and delivery thereof.

The Legislative Body of CFD No. 92-1 finds and determines after consultation with the Financial Advisor, subject to the provisions of Section 53363.5 of the Act, and in accordance with Section 53360.4 of the Act, that a negotiated sale of the 2013 Bonds in accordance with the terms and conditions of the Purchase Agreement and the terms of this Resolution will result in a lower overall cost to CFD No. 92-1 than a public sale.

Section 6. Establishment of Final Terms of Sale of 2013 Bonds. The Authorized Representative(s), upon advice of the Financial Advisor, are authorized and directed to act on behalf of CFD No. 92-1 to establish and determine: (i) the final principal amount of the 2013 Bonds, which amount shall not exceed \$18,000,000; (ii) the final amounts of the various maturities of the 2013 Bonds, provided the final maturity of the 2013 Bonds shall be no later than September 1, 2023; (iii) that the refunding of the Prior Bonds produces net present value savings of at least 3% of the par amount of the Prior Bonds to be refunded (iv) the maximum underwriting discount, which shall not exceed 2-% (excluding any original issue discount/premium); and (v) the time for the sale and delivery of the 2013 Bonds. Upon determining the final terms and conditions of the sale of the 2013 Bonds, the Authorized Representative(s), or any of them, are hereby further authorized to insert such terms and conditions in and approve the final form of the Purchase Agreement upon advice of the Financial Advisor.

If CFD No. 92-1 determines to acquire municipal bond insurance/reserve fund surety to secure the 2013 Bonds, upon consultation with, and the recommendation of, the Financial Advisor, the Authorized Representative(s) may so provide in the Purchase Agreement and are

authorized to take all necessary and further actions to provide for the delivery of such municipal bond insurance.

Section 7. Refunding of Prior Bonds; Escrow Arrangements.

(a) The Authorized Representative(s) are authorized and directed to execute escrow instructions or an escrow agreement in a form approved by Bond Counsel, with such additions therein and changes thereto as deemed necessary to cure any defect or ambiguity therein, with such approval to be conclusively evidenced by the execution and delivery of such agreement or instructions, in order to accomplish the payment, redemption and refunding of the Prior Bonds.

(b) CFD No. 92-1 shall be provided with a report of a verification agent retained by or on behalf of CFD No. 92-1 at the time the 2013 Bonds are delivered to verify that the funding of the refunding fund (as defined below) under the terms of the escrow arrangements will be sufficient, with interest earnings thereon, to pay, redeem and refund the outstanding Prior Bonds in accordance with their terms.

(c) For purposes hereof, the "Escrow Fund" as established (and defined) under the escrow arrangements shall constitute the "refunding fund" under the Act and the "designated costs of issuing the refunding bonds" under the Act shall include the Costs of Issuance as defined in the Agreement and the escrow arrangements (and as further described in this Resolution), and such other costs as set forth in Section 12 hereof.

(d) U.S. Bank National Association is hereby appointed to act as the initial Escrow Agent under the terms of the escrow arrangements. The Authorized Representatives are authorized to enter into an agreement with the Escrow Agent to provide such services to or on behalf of CFD No. 92-1.

Section 8. Preliminary Official Statement; Form of Official Statement. The Preliminary Official Statement relating to the Bonds is hereby approved in substantially the form presented to the Legislative Body of CFD No. 92-1, and the use and distribution of the Preliminary Official Statement and the preparation, execution and delivery of the final Official Statement in connection with the sale of the 2013 Bonds is hereby authorized by the Legislative Body of CFD No. 92-1. An Authorized Representative is hereby authorized to deliver copies of the Preliminary Official Statement and the final Official Statement with such changes therein as such representative shall approve upon the advice of Disclosure Counsel and consultation with the Financial Advisor as being in the best interests of CFD No. 92-1, such approval to be conclusively evidenced by the execution and delivery thereof. Upon approval of such changes by an Authorized Representative, the Preliminary Official Statement shall be deemed final as of its date except for the omission of certain information as provided in and pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

Section 9. Community Facilities District Continuing Disclosure. The proposed form of the Continuing Disclosure Certificate of CFD No. 92-1 related to the 2013 Bonds attached as an appendix to the Preliminary Official Statement, and presented to the Board at this meeting, is

hereby approved. An Authorized Representative is authorized and directed to execute such certificate in substantially the form hereby approved with such additions thereto and changes therein as are approved by the Authorized Representatives upon the advice of Disclosure Counsel and consultation with the Financial Advisor the Financial Advisor, such approval to be conclusively evidenced by the execution and delivery thereof prior to, or concurrently with, the delivery of the 2013 Bonds.

Section 10. Execution of Bonds. The 2013 Bonds shall be executed on behalf of CFD No. 92-1 by the manual or facsimile signature of the President of the Legislative Body of CFD No. 92-1 (or, in the absence of the President, the Vice-President or other member of the Legislative Body on behalf of the President) and attested with the manual or facsimile signature of the Clerk, or Secretary, of the Legislative Body of CFD No. 92-1, and the seal of CFD No. 92-1, or a facsimile thereof, may be impressed or imprinted thereon.

Section 11. Covenants. The covenants set forth in the Agreement to be executed in accordance with Section 3 above are hereby approved and shall, upon the execution and delivery of the Agreement, be deemed to be covenants of the Legislative Body of CFD No. 92-1, and shall be complied with by CFD No. 92-1 and its officers and representatives. The Agreement shall, upon the execution and delivery thereof, constitute a contract between CFD No. 92-1 and the owners of the 2013 Bonds.

Section 12. Designated Costs of Issuing the 2013 Bonds. The Legislative Body of CFD No. 92-1 hereby designates the costs of issuing the 2013 Bonds pursuant to Sections 53363.2 and 53363.8 of the Act as:

(a) all expenses incident to the calling, retiring or paying of the Prior Bonds and incident to the issuance of the 2013 Bonds, including the charges of the prior fiscal agent(s), the Escrow Agent and the Fiscal Agent in connection with the issuance of the 2013 Bonds or in connection with the redemption or retirement of the Prior Bonds, which may include, but are not limited to, printing costs, costs of reproducing and binding documents, bond insurance costs, rating agency fees, reserve fund surety costs, verification agent fees and charges, closing costs, bond sale costs, filing and recording fees, bond purchaser's discount, legal fees and charges, including Bond Counsel and Disclosure Counsel, escrow fees and charges, the Financial Advisor's fee and charges, financial consultants' fees, charges for execution, transportation and safekeeping of the 2013 Bonds and other costs, charges and fees in connection with the foregoing;

(b) the interest on the Prior Bonds from the date of sale of the 2013 Bonds to the date upon which the Prior Bonds will be paid and redeemed pursuant to the applicable payment and redemption provisions of the 1998 Indenture;

(c) any premium(s) necessary in the redeeming or retiring of the outstanding Prior Bonds; and

(d) the financing of a reserve fund for the 2013 Bonds, to be held by the Fiscal Agent pursuant to the provisions of the Agreement.

Section 13. Compliance with Valuation Requirements. In accordance with the requirements of Government Code Section 53345.8(b), the Board, acting as the Legislative Body of CFD No. 92-1, based on the advice of the Financial Advisor, hereby finds and determines that the value of the taxable property in CFD No. 92-1 (which is and will remain subject to the special taxes upon issuance of the 2013 Bonds) is at least three times the principal amount of the 2013 Bonds and of all other bonds that are secured by a special tax pursuant to the Act or a special assessment on that property. As required by State law, this finding and determination is based upon the full assessed value (AV) of the taxable property within CFD No. 92-1, as required under State law, and is based upon information and documents on file with the School District and the Legislative Body of CFD No. 92-1 and presented to the Legislative Body of CFD No. 92-1 by the Financial Advisor as part of these proceedings.

Section 14. Conformance with CFD Finance Policy. The Legislative Body of CFD No. 92-1 hereby finds and determines that the issuance and sale of the 2013 Bonds is consistent with the School District's Policy currently in effect with respect to community facilities district financings.

Section 15. Fiscal Agent. U.S. Bank National Association, Los Angeles, California, is hereby appointed to act as Fiscal Agent for the Bonds, and an Authorized Representative is hereby authorized to enter into an agreement with the Fiscal Agent to provide such services to CFD No. 92-1.

Section 16. Additional Consultants, Services. In addition to the consultants and legal counsel hereinbefore authorized and retained in connection with the issuance and sale of the Bonds, whose retention and service contracts on file with the Clerk of the Board are hereby ratified by the Legislative Body of CFD No. 92-1, and the Superintendent and Deputy Superintendent, Business and Support Services, and other Authorized Representative(s) are authorized and directed to contract for consultant services, including legal, financial, verification agent and related professional services, as specified herein, or as otherwise necessary so the School District may proceed with, and complete, the proposed issuance and sale of the 2013 Bonds. The Authorized Representatives are authorized to contract for all services necessary to effect the issuance and sale of the 2013 Bonds, and the redemption and refunding of the Prior Bonds. Such services shall include, but not be limited to, printing the Preliminary Official Statement and the final Official Statement, accounting services for escrow verification, and any other services deemed appropriate by such Authorized Representatives. The Authorized Representatives are authorized to pay for the cost of such services, and any costs thereof, together with other Costs of Issuance, with proceeds of the 2013 Bonds deposited to the Costs of Issuance Fund established pursuant to the Agreement.

Section 17. Other Actions. All actions heretofore taken by officers and agents of the School District and CFD No. 92-1 with respect to the sale and issuance of the 2013 Bonds and the redemption and defeasance of the Prior Bonds are hereby approved, confirmed and ratified, and the Authorized Representatives, and each of them, are hereby authorized and directed to take any actions and execute and deliver any and all documents as are necessary to accomplish the

issuance, sale and delivery of the 2013 Bonds and the refunding of the Prior Bonds in accordance with the provisions and directives of this Resolution.

Section 18. Effective Date. This Resolution shall take effect upon adoption.

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ADOPTED, SIGNED and APPROVED this 26th day of June, 2013.

BOARD OF TRUSTEES OF THE CAPISTRANO  
UNIFIED SCHOOL DISTRICT, acting as the  
LEGISLATIVE BODY OF COMMUNITY  
FACILITIES DISTRICT NO. 92-1

By: \_\_\_\_\_  
President of the Board of Trustees of the  
Capistrano Unified School District

ATTEST

By: \_\_\_\_\_  
Clerk of the Board of Trustees of the Capistrano  
Unified School District

STATE OF CALIFORNIA

)

) ss.

COUNTY OF ORANGE

)

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees said School District, acting as the Legislative Body of CFD No. 92-1, at a meeting thereof duly and regularly held at the regular meeting place thereof on June 26, 2013, of which meeting all of the members of said Board had due notice and at which a quorum of such Board was present and acting throughout and for which notice and an agenda was prepared and posted as required by law and that at said meeting said resolution was adopted by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Clerk of the Board of Trustees of the  
Capistrano Unified School District



STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF ORANGE                    )

I, Anna Bryson, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 1213- \_\_ of said Board and that the same has not been amended or repealed.

Dated this 26th day of June, 2013.

\_\_\_\_\_  
Clerk of the Board of Trustees of the  
Capistrano Unified School District

## **FISCAL AGENT AGREEMENT**

This Fiscal Agent Agreement (“Fiscal Agent Agreement”) dated as of July 1, 2013, is approved and entered into by **COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT** (“District” or “CFD No. 92-1”) and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association (“Fiscal Agent”).

### **RECITALS**

1. The Board of Trustees (“Board” or “Board of Trustees”) of the Capistrano Unified School District (“School District”) located in Orange County, California, has heretofore undertaken proceedings and declared the necessity to issue bonds on behalf of Community Facilities District No. 92-1 of the School District (“District” or “CFD No. 92-1”) pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (“Act”).

2. CFD No. 92-1 was formed pursuant to the resolution entitled “RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LAS FLORES), APPROVING THE LEVY OF A SPECIAL TAX THEREIN, CALLING AN ELECTION AND APPROVING A JOINT COMMUNITY FACILITIES AGREEMENT” (Resolution No. 92-141) adopted by the Board of Trustees of the School District (“Board”) on December 21, 1992 (“Formation Resolution”), which resolution established the District.

3. On December 21, 1992, the Board adopted a resolution entitled “RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED \$30,000,000 WITHIN COMMUNITY FACILITIES DISTRICT NO. 92-1 AND CALLING AN ELECTION THEREIN” (Resolution No. 92-142) (“Bond Authorization Resolution”), which Bond Authorization Resolution authorized CFD No. 92-1 to issue bonds secured by the special taxes previously authorized by the Board under the Act to finance authorized school facilities.

4. Pursuant to the Formation Resolution and the Bond Authorization Resolution, a special election (“Election”) was duly and legally held and conducted within CFD No. 92-1 on December 21, 1992, at which Election there were submitted to the qualified voters of CFD No. 92-1 certain propositions, which provided in pertinent part, the following:

#### **PROPOSITION A:**

Shall Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) (the “District”) incur an indebtedness and issue bonds in the maximum aggregate principal amount of \$30,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, the proceeds of

**Attachment 1**

which will be used to finance the costs of planning, designing, constructing, acquiring, modifying, expanding, improving, furnishing, equipping or rehabilitating certain real and other tangible property with an estimated useful life of five years or longer, consisting of any and all school districts and school facilities necessary to house students in grades kindergarten through 12, including any types of support facilities and sites, including, but not limited to, central administration, food services, maintenance/operations, transportation and related auxiliary functions and certain roadway improvements (the "Facilities"), as provided in Resolution No. 92-141 of the Board of Trustees of the Capistrano Unified School District (the "Resolution of Formation"), and shall a special tax with a rate and method of apportionment as provided in the Resolution of Formation be levied to pay for the Facilities, for creation or replenishment of any necessary reserve funds, for any incidental expenses of the District for any expenses associated with the Facilities or the bonds, and for the payment of the principal of and interest on such bonds?

5. Under the provisions of the Act, on April 19, 1993, the Board, acting as the Legislative Body of CFD No. 92-1 ("Legislative Body of CFD No. 2002-1"), adopted Ordinance No. 92-1-1 ("Ordinance"), providing for the levy of a special tax within CFD No. 92-1 to provide for specified purposes, including funding debt service on authorized and issued bonds of CFD No. 92-1.

6. The Board, acting as the Legislative Body of CFD No. 92-1 (Legislative Body of CFD No. 92-1 ("Legislative Body of CFD No. 92-1)), instituted proceedings to revise the rate and method of apportionment of special tax on September 11, 1995, which proceedings and all related resolutions and other documents are further detailed in the following recitals hereof, and shall be collectively referred to as the "Modification Proceedings" in this resolution.

7. On December 11, 1995, the Board adopted "RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LAS FLORES) CALLING AN ELECTION ON A PROPOSITION TO ALTER THE EXISTING RATE AND METHOD OF APPORTIONMENT OF THE SPECIAL TAX OF COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LAS FLORES) (Resolution No. 9596-57) which ordered changes to the authorized rate and method of special tax for CFD No. 92-1 in accordance with the terms set forth in the "Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) Amended and Restated Rate and Method of Apportionment" ("Amended RMA"), and thereafter conducted a public hearing thereon on such date.

8. Pursuant to the Modification Proceedings, an election ("Subsequent Election") was duly and legally held and conducted on the 11<sup>th</sup> day of March 1996, at which Subsequent Election there was submitted to the qualified voters of CFD No. 92-1 a certain proposition, which provided, in pertinent part, the following:

PROPOSITION:

Shall the special taxes that may be levied annually within Community Facilities District No. 92-1 of the Capistrano Unified School District be changed as set forth in Resolution No. 9596-57 as adopted by the Board of Trustees of the Capistrano Unified School District on December 11, 1995?

9. More than two-thirds of the votes cast at the Subsequent Election were cast in favor of levying special taxes according to the Amended RMA, resulting in CFD No. 92-1's authorization to issue Bonds for the purpose set forth in Formation Resolution and Bond Authorization Resolution, supported by the security of the special taxes levied and collected under the Amended RMA.

10. CFD No. 92-1 previously issued and sold: (i) the first series of bonds in the aggregate principal amount of \$8,515,000 designated as the "Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) Series 1993 Special Tax Bonds" (the "1993 Bonds"); (ii) the second series of bonds in the aggregate principal amount of \$12,500,000 designated as the "Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) Series 1997 Special Tax Bonds" (the "1997 Bonds"); and (iii) the third series of bonds in the aggregate principal amount of \$31,360,000 designated as "Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) Special Tax Bonds" (the "Prior Bonds") in order to refund and defease the 1993 Bonds and the 1997 Bonds and related bond indentures, as well as finance school facilities as authorized by the CFD No. 92-1 proceedings referenced above, pursuant to the Board's adoption of Resolution No. 9798-102 ("Prior Bonds Resolution") on May 18, 1998, and the Bond Indenture between CFD No. 92-1 and U.S. Bank National Association, as fiscal agent thereunder ("1998 Fiscal Agent"), dated as of July 1, 1998 ("1998 Indenture").

11. The Prior Bonds were issued and delivered by CFD No. 92-1 on June 18, 1998, and are currently outstanding in the principal amount of in the principal amount of \$18,410,000.

12. Under the provisions of the Act, on June 26, 2013, the Board, acting as the Legislative Body of the District, adopted Resolution No. 1213-\_\_\_\_\_ entitled, "RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, AUTHORIZING THE ISSUANCE OF SERIES 2013 SPECIAL TAX REFUNDING BONDS OF COMMUNITY FACILITIES DISTRICT NO. 92-1 IN THE NOT TO EXCEED AMOUNT OF \$18,000,000, APPROVING A FISCAL AGENT AGREEMENT, APPROVING ESCROW ARRANGEMENTS, APPROVING CERTAIN DOCUMENTS, MAKING RELATED FINDINGS AND DETERMINATIONS AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH" ("Resolution of Issuance"), which resolution, among other matters, authorized the issuance of "Community Facilities District No. 92-1 of the Capistrano Unified School District Series 2013 Special Tax Refunding Bonds," ("Bonds") in an aggregate principal amount of \$\_\_\_\_\_ upon the security of the Net Taxes (as defined herein) in accordance with the Act and this Fiscal Agent Agreement, and authorized the execution hereof along with other

documents and arrangements, in order to refund, redeem and defease the outstanding Prior Bonds.

13. It is in the public interest and for the benefit of the School District and the District, that the District enter into this Fiscal Agent Agreement to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of net special taxes securing the Bonds and the administration and payment of the Bonds.

14. The District has determined that all things necessary to cause the Bonds, when executed by the District and authenticated by the Fiscal Agent and issued as provided in the Act, the Resolution of Issuance and this Fiscal Agent Agreement, to be legal, valid and binding special obligations of the District in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Fiscal Agent Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

**NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND PROVISIONS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE I  
STATUTORY AUTHORITY AND DEFINITIONS**

**Section 1.01. Authority for this Fiscal Agent Agreement.** This Fiscal Agent Agreement is entered into pursuant to the provisions of the Act and the Resolution of Issuance.

**Section 1.02. Definitions.** In addition to the definitions heretofore included in the Recitals, and unless the context otherwise requires, the following terms shall have the following meanings:

**“1998 Indenture”** means the bond indenture agreement for the Prior Bonds as defined in Recital 10 hereof.

**“20\_\_ Term Bond”** means the Bond maturing on \_\_\_\_\_.

**“Act”** means the Mello-Roos Community Facilities Act of 1982, as amended, being Section 53311, *et seq.*, of the Government Code of the State.

**“Administrative Expense Fund”** means the fund of that name established under and held by the Fiscal Agent pursuant to Section 3.01 and 3.05 of this Fiscal Agent Agreement.

**“Administrative Expense Requirement”** means the amount of \$134,586.83, as of March 2, 2013, increased by two percent (2.00%) each Fiscal Year thereafter as set forth in Sections 3.03 and 3.05 of this Fiscal Agent Agreement.

**“Administrative Expenses”** means the administrative costs with respect to the calculation and collection of the Special Taxes and any other costs related to the Bonds, any Parity Bonds, and the refunding of the Prior Bonds, including the fees and expenses of the Fiscal Agent and any persons, parties, consultants or attorneys employed pursuant to Covenants 2, 3 or 11 of Sections 5.02 and 5.03 hereof, costs and legal expenses of foreclosure actions undertaken pursuant to the terms hereof to the extent not recovered pursuant to statutory authorization, or costs otherwise incurred by the District in order to carry out the authorized purposes of the Bonds, including statutory disclosure for the District and continuing disclosure obligations, rebate compliance, reporting requirements for the Special Taxes and “Administrative Expenses” as defined in the Rate and Method.

**“Annual Debt Service”** means, with respect to any Outstanding Bonds, for each Bond Year, the sum of (a) the interest payable on such Bonds in such Bond Year, and (b) the principal amount of the Outstanding Bonds scheduled to be paid in such Bond Year.

**“Authorized Investments”** means, subject to Section 3.11 hereof, any of the following investments, if and to the extent the same are at the time legal for investment of the School District’s funds (with the Fiscal Agent entitled to rely upon the investment direction of the District as a determination that such investment is a legal investment):

(a) United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest, and which have a maximum term to maturity not to exceed three years.

(b) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, and which have a maximum term to maturity not to exceed three years, including:

- Export-Import Bank
- Farm Credit System Financial Assistance Corporation
- Rural Economic Community Development Administration (formerly the Farmers Home Administration)
- General Services Administration
- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing & Urban Development (PHA’s)
- Federal Housing Administration
- Federal Financing Bank.

(c) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America, and which have a maximum term to maturity not to exceed three years:

- Senior debt obligations rated “Aaa” by Moody’s and “AAA” by Standard & Poor’s issued by the Federal National Mortgage

Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC)

- Obligations of the Resolution Funding Corporation (REFCORP)
- Senior debt obligations of the Federal Home Loan Bank System.

(d) Registered state warrants or treasury notes or bonds of the State, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of the State, which are rated in one of the two highest short-term or long-term rating categories by Moody's or Standard & Poor's.

(e) Registered bonds, notes, warrants or other evidences of indebtedness of any local agency of the State, including bonds payable solely out of revenues from a revenue-producing property owned, controlled, or operated by the local agency, where the interest on such local agency obligation is exempt from Federal and State income taxes and which are rated in one of the two highest short-term or long-term rating categories by Moody's or Standard & Poor's.

(f) Deposit accounts, time certificates of deposit or negotiable certificates of deposit issued by a state or nationally chartered bank or trust company, which may include the Fiscal Agent or its affiliates, or a state or federal savings and loan association; provided, that the certificates of deposit shall be one or more of the following:

(1) Continuously and fully insured by the Federal Deposit Insurance Corporation.

(2) Continuously and fully secured by securities described in clause (a) or (b) above which shall have a market value, as determined on a marked-to-market basis calculated at least weekly, and exclusive of accrued interest, or not less than 102 percent of the principal amount of the certificates of deposit.

(g) Commercial paper of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided by Moody's and Standard & Poor's, at the time of purchase, which commercial paper is limited to issuing corporations that are organized and operating within the United States of America and that have total assets in excess of \$500,000,000 and that have an "A" or higher rating for the issuer's debentures, other than commercial paper, by Moody's and Standard & Poor's, provided that purchases of eligible commercial paper may not exceed 180 days' maturity nor represent more than 10% of the outstanding commercial paper of an issuing corporation. Purchases of commercial paper may not exceed 20% of the net proceeds of the Bonds.

(h) A repurchase agreement with a state or nationally chartered bank or trust company or a national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York the long term debt of which is rated at least "AA" by Standard & Poor's or "Aa1" by Moody's, provided that all of the following conditions are satisfied:

(1) the agreement is secured by any one or more of the securities described in clause (a) above of this definition of Authorized Investments (“Underlying Securities”);

(2) the Underlying Securities are required by the repurchase agreement to be held by a bank, trust company, or primary dealer having a combined capital and surplus of at least \$100,000,000 and which is independent of the issuer of the repurchase agreement (“Holder of Collateral”) and the Underlying Securities have been transferred to the Holder of Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor’s books);

(3) the Underlying Securities are maintained at a market value, as determined on a marked-to-market basis calculated at least weekly, of not less than 103 percent of the amount so invested and at such levels and additional conditions not otherwise in conflict with the terms above as would be acceptable to Standard & Poor’s and Moody’s so as to maintain, respectively, an “AA” or “Aa1” rating in an “AA” or “Aa1” rated structured financing (with a market value approach); and

(4) the agreement provides that if during its term the provider’s rating by Moody’s and Standard & Poor’s is withdrawn or suspended or falls below “A-” by Standard & Poor’s or “A3” by Moody’s, as appropriate, the provider must within 10 days of receipt of direction from the Fiscal Agent, repurchase all collateral and terminate the agreement, with no penalty or premium to the District or Fiscal Agent.

(i) Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least “AA” by S&P and “Aa” by Moody’s; provided that, by the terms of the investment agreement:

(1) Interest payments are to be made to the Fiscal Agent at times and in amounts as necessary to pay debt service on the Bonds.

(2) The invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days’ prior notice; the District and the Fiscal Agent hereby agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid.

(3) The investment agreement shall state that it is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors.

(4) The District and the Fiscal Agent receives the opinion of domestic counsel (which opinion shall be addressed to the District) that such investment agreement is legal, valid,



binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable).

(5) The investment agreement shall provide that if during its term

(A) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3," respectively, the provider shall, at its option, within 10 days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider's books) to the District, the Fiscal Agent or a third party acting solely as agent therefore ("Holder of the Collateral") collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (ii) repay the principal of and accrued but unpaid interest on the investment; and

(B) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3," respectively, the provider must, at the direction of the District or the Fiscal Agent, within 10 days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the District or Fiscal Agent.

(6) The investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession).

(7) The investment agreement must provide that if during its term

(A) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the District or the Fiscal Agent, be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the District or Fiscal Agent, as appropriate; and

(B) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the District or Fiscal Agent, as appropriate.

(j) A taxable or tax exempt government money market portfolio mutual fund restricted to obligations with either maturities of one year or less or a dollar weighted average maturity of 120 days or less, and either issued, guaranteed or collateralized as to payment of principal and interest by the full faith and credit of the United States of America or rated in one of the three highest categories by Moody's or Standard & Poor's. Such money market funds

may include funds for which the Fiscal Agent, its affiliates or subsidiaries provide investment advisory or other management services.

(k) The Local Agency Investment Fund referred to in Section 16429.1 of the Government Code of the State to the extent the Fiscal Agent may deposit and withdraw funds directly.

**“Authorized Representative” or “District Representative”** means an officer or employee of the School District authorized to provide written directives on behalf of the District, which shall include the School District’s Superintendent or Deputy Superintendent, Business and Support Services, and such other persons as shall be designated in writing by the Superintendent or the Deputy Superintendent, Business and Support Services.

**“Board” or “Board of Trustees”** means the Board of Trustees of the Capistrano Unified School District.

**“Bond” or “Bonds”** means the \$\_\_\_\_\_ Community Facilities District No. 92-1 of the Capistrano Unified School District Series 2013 Special Tax Refunding Bonds.

**“Bond Counsel”** means a firm of nationally recognized bond attorneys, initially Bowie, Arneson, Wiles & Giannone.

**“Bond Fund”** means the fund of that name established under and held by the Fiscal Agent pursuant to Section 3.01 and 3.06 of this Fiscal Agent Agreement.

**“Bond Register”** means the books which the Fiscal Agent shall keep or cause to be kept on which the registration and transfer of the Bonds shall be recorded.

**“Bond Year”** means each twelve month period extending from September 2 in one calendar year to September 1 of the succeeding calendar year, except in the case of the initial Bond Year which shall be the period from the Delivery Date to September 1, 2013, both dates inclusive.

**“Bondowner(s)” or “Owner(s)”** means the person or persons in whose name or names any Bond is registered.

**“Business Day”** means a day which is not a Saturday or a Sunday or a day on which banks in Los Angeles, California and New York, New York are not required or permitted to be closed.

**“Code”** means the Internal Revenue Code of 1986, as amended, and any successor provisions thereto.

**“Continuing Disclosure Certificate”** shall mean that certain Continuing Disclosure Certificate provided by the School District on behalf of the District, dated the Delivery Date, as

originally executed and as it may be amended from time to time in accordance with the terms thereof, with respect to the Bonds.

**“Costs of Issuance”** means items of expense payable or reimbursable directly or indirectly by the District or School District and related to the authorization, sale and issuance of the Bonds and the refunding of the Prior Bonds, which items of expense shall include, but not be limited to, printing costs, cost of reproducing and binding documents, closing costs, appraisal costs, filing and recording fees, fees and expenses of counsel to the District or School District, initial fees and expenses of the Fiscal Agent and the Escrow Agent including its first annual administration fee and fees of its counsel, expenses incurred by the District and the School District in connection with the issuance of the Bonds, legal fees and charges, including Bond Counsel, Disclosure Counsel, verification agent fees, financial advisor fees, special tax consultants’ fees, [the premium from bond insurance and a Reserve Fund surety bond,] charges for execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

**“Costs of Issuance Fund”** means the fund of that name established under, and held by the Fiscal Agent pursuant to, Sections 3.01 and 3.09 of this Fiscal Agent Agreement.

**“Dated Date”** or **“Delivery Date”** means the date the Bonds are issued and delivered, and with respect to Parity Bonds, the date such Parity Bonds are issued and delivered.

**“Depository”** means any depository which holds Bonds pursuant to the terms of this Fiscal Agent Agreement, initially, with respect to the Bonds, DTC.

**“Developed Property”** shall have the same meaning set forth in the Rate and Method.

**“Disclosure Counsel”** means a firm of nationally recognized disclosure counsel, initially

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**“Dissemination Agent”** means U.S. Bank National Association, or any successor dissemination agent appointed by the District pursuant to the District Continuing Disclosure Certificate.

**“District”** means Community Facilities District No. 92-1 of the Capistrano Unified School District.

**“DTC”** means The Depository Trust Company, 55 Water Street, 25<sup>th</sup> Floor, New York, New York, 10041-0099, Attn: Call Notification Department, Fax: (212) 855-5004.

**“Election”** means the election defined in Recital 8 hereof.

**“Escrow Agent”** means U.S. Bank National Association, and any successor thereto duly appointed and serving pursuant to the terms of the Escrow Agreement.

**“Escrow Agreement”** means the agreement providing for the redemption and defeasance of the Prior Bonds, dated as of the Delivery Date, executed by and between the District and U.S. Bank National Association, as Escrow Agent.

**“Escrow Fund”** means that certain escrow fund established pursuant to the Escrow Agreement.

**“Excess Investment Earnings”** shall mean an amount equal to the sum of:

(i) the excess of:

(A) the aggregate amount earned from the Delivery Date on all Nonpurpose Investments in which Gross Proceeds are invested (other than amounts attributable to an excess described in this subparagraph (i)), over

(B) the amount that would have been earned if the yield on such Nonpurpose Investments (other than amounts attributable to an excess described in this subparagraph (i)) had been equal to the Yield on the Bonds,

plus

(ii) any income attributable to the excess described in paragraph (i).

In determining the amount of Excess Investment Earnings, there shall be excluded any amount earned on any fund or account which is used primarily to achieve a proper matching of revenues and annual debt service on the Bonds during each Bond Year and which is depleted at least once a year except for a reasonable carryover amount not in excess of the greater of one year’s earnings on such fund or account or one-twelfth (1/12) of annual debt service on the Bonds, as well as amounts earned on said earnings. The District intends that the Bond Fund, including the Principal Account and the Interest Account established therein, the Special Tax Fund and the Redemption Fund will be the type of funds described in the preceding sentence.

**“Federal Securities”** means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State for funds held by the Fiscal Agent:

(i) direct general obligations of the United States of America (including State and Local Government Series and obligations issued or held in book entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as “stripped” obligations and coupons; or

(ii) any of the following obligations of the following agencies of the United States of America: (a) direct obligations of the Export-Import Bank, (b) certificates of beneficial ownership issued by the Farmers Home Administration or its successor agency, (c) participation

certificates issued by the General Services Administration, (d) mortgage-backed bonds or pass-through obligations issued and guaranteed by the Government National Mortgage Association, (e) project notes issued by the United States Department of Housing and Urban Development, and (f) public housing notes and bonds guaranteed by the United States of America.

**“Fiscal Agent”** means U.S. Bank National Association, a national banking association, and its successors and assigns or any and other fiscal agent which may be appointed pursuant to Section 7.01 hereof.

**“Fiscal Agent Agreement”** means this Fiscal Agent Agreement, as amended or supplemented pursuant to the terms hereof.

**“Fiscal Year”** means the period from July 1 to June 30 in any year.

**“Gross Proceeds”** means any proceeds of the Bonds and any funds (other than proceeds of the Bonds) that are part of a reserve or replacement fund for the Bonds within the meaning of Section 1.148-1(b) of the Regulations.

**“Gross Taxes”** means the amount of all Special Taxes collected within CFD No. 92-1 and proceeds from the sale of property within CFD No. 92-1 collected pursuant to the foreclosure provisions of this Fiscal Agent Agreement for the delinquency of such Special Taxes.

**“Independent Financial Consultant”** means a consultant or firm of such consultants generally recognized to be qualified in the field of implementation and administration of community facilities districts, or the financial consulting field, appointed and paid by the District and who, or each of whom:

- (1) is independent of the District and the School District or any of the property owners within the District;
- (2) does not have any substantial interest, direct or indirect, in the District or any of the property owners within the District; and
- (3) is not connected with the District or School District as a member, officer or employee of the District or School District or with any of the property owners within the District, but who may be regularly retained to make annual or other reports to the District or the School District.

**“Interest Account”** means the account of that name established under, and held by the Fiscal Agent pursuant to, Sections 3.01 and 3.06 of this Fiscal Agent Agreement.

**“Interest Payment Date”** means March 1 and September 1 of each year during which the Bonds are Outstanding, commencing March 1, 2014.

**“Legislative Body”** means the Board of Trustees acting as the Legislative Body of the District.

**“Mandatory Sinking Payments”** means the amounts to be applied to the redemption of the Bonds in accordance with the schedule set forth in Section 4.01 hereof and any subsequent schedule set forth in any Supplement.

**“Maximum Annual Debt Service”** means the maximum sum obtained for any remaining Bond Year prior to the final maturity on the Bonds by totaling the following for each Bond Year:

- (1) the principal amount of all Outstanding Bonds maturing and payable in such Bond Year at maturity or pursuant to sinking fund redemption; and
- (2) the interest payable on the aggregate principal amount of Bonds Outstanding in such Bond Year assuming the Bonds are retired as scheduled.

**“Moody’s”** means Moody’s Investors Services and its successors.

**“National Information Service”** means the Electronic Municipal Market Access (EMMA) system of the Municipal Securities Rulemaking Board (MSRB), 1900 Duke Street, Suite 600, Alexandria, Virginia 22314, or such other electronic system designated by the MSRB or the Securities and Exchange Commission, or as may be designated by the District in a certificate delivered to the Fiscal Agent.

**“Net Taxes”** means the amount of all Gross Taxes minus the Administrative Expense Requirement.

**“Nonpurpose Investments”** means any security, investment, obligation, annuity, investment-type property, specified private activity bond or any other type of investment property defined in Section 148 of the Code in which Gross Proceeds are invested (other than tax-exempt securities which are described in Section 103(a) of the Code) and which is not acquired to carry out the governmental purpose of the Bonds.

**“Ordinance”** means Ordinance No. 92-1-1 adopted by the Legislative Body on April 19, 1993.

**“Outstanding”** means all Bonds theretofore issued by the District, except:

- (1) Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation;
- (2) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Fiscal Agent pursuant to the terms hereof; and
- (3) Bonds paid and discharged pursuant to Article IX hereof.

**“Parity Bonds”** means all bonds, notes or similar evidences of indebtedness hereafter issued, payable out of the Net Taxes and which, as provided for in this Fiscal Agent Agreement or any Supplement, rank on a parity with the Bonds.

**“Participating Underwriter”** shall have the meaning(s) ascribed thereto in the Continuing Disclosure Certificate.

**“Principal Account”** means the account of that name established under, and held by the Fiscal Agent pursuant to, Sections 3.01 and 3.06 of this Fiscal Agent Agreement.

**“Principal Corporate Trust Office”** means the corporate trust office of the Fiscal Agent, which, at the date of execution of this Fiscal Agent Agreement, is located at 633 W. Fifth Street, 24<sup>th</sup> Floor, Los Angeles, California 90071, Attention: Corporate Trust Services, or such other offices as the Fiscal Agent may designate from time to time; provided, however, that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term shall mean the office or agency of the Fiscal Agent at which, at any particular time, its corporate trust agency business shall be conducted.

**“Prior Bonds”** or **“1998 Bonds”** means the Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) Special Tax Bonds, Series 1998 delivered on June 18, 1998, issued in the initial par amount of \$31,360,000, and presently outstanding in the aggregate principal amount of \$18,410,000.

**“Prior Fiscal Agent”** means the fiscal agent under the 1998 Indenture, U.S. Bank National Association.

**“Purchase Price”** for the purpose of computation of the Yield of the Bonds, has the same meaning as the term “issue price” in Sections 1273 (b) and 1274 of the Code, and, in general, means the initial offering price to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Bonds are sold or, if the Bonds are privately placed, the price paid by the original purchaser or the acquisition cost of the original purchaser. The term “Purchase Price,” for the purpose of computation of the Yield of Nonpurpose Investments, means the fair market value of the Nonpurpose Investments on the date of use of Gross Proceeds for acquisition thereof, or, if later, on the date that Investment Property (as defined in Section 148(b)(2) and (3) of the Code) constituting a Nonpurpose Investment becomes a Nonpurpose Investment of the Bonds, as the case may be.

**“Rate and Method”** means the Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) Amended and Restated Rate and Method of Apportionment, as set forth in the Formation Resolution and Ordinance as such may be amended or interpreted from time to time.

**“Rebate Fund”** means the fund of that name established under, and held by the Fiscal Agent pursuant to, Sections 3.01 and 3.11 of this Fiscal Agent Agreement.

**“Record Date”** means the 15th day of the calendar month preceding an Interest Payment Date whether or not such day is a Business Day.

**“Redemption Fund”** means the fund of that name established under, and held by the Fiscal Agent pursuant to Sections 3.01 and 3.08 of this Fiscal Agent Agreement.

**“Regulations”** means any temporary, proposed or final regulations of the United States Department of Treasury with respect to obligations issued pursuant to Section 103 and Sections 141 to 150 of the Code.

**“Representation Letter”** means such letter in the form prescribed by the Depository in order to qualify for the Depository’s book-entry system.

**“Reserve Fund”** means the fund of that name established under, and held by the Fiscal Agent pursuant to, Sections 3.01 and 3.07 of this Fiscal Agent Agreement.

**“Reserve Requirement”** means with respect to the Bonds an amount, as of any date of calculation, equal to the least of (i) 10% of the original principal amount of the Bonds, (ii) Maximum Annual Debt Service, or (iii) 125% of average Annual Debt Service on the Bonds.

**“Resolution of Formation” or “Formation Resolution”** has the meaning set forth in Recital 1.

**“Resolution of Issuance”** means Resolution \_\_\_\_\_ of the School District, dated June 26, 2013, authorizing the issuance of the Bonds and approving this Fiscal Agent Agreement.

**“Responsible Officer”** of the Fiscal Agent means and includes the president, every senior vice president, every vice president, every assistant vice president, every trust officer or any other authorized officer of the Fiscal Agent.

**“School District”** means the Capistrano Unified School District.

**“School Facilities”** means the facilities of the School District as defined in the Bond Authorization Resolution, authorized to be designed, constructed, acquired, or installed by the District.

**“Sinking Fund Redemption Account”** means the account of that name within the Redemption Fund established under, and held by the Fiscal Agent pursuant to, Sections 3.01 and 3.08 of this Fiscal Agent Agreement.

**“Special Tax Fund”** means the fund of that name established under, and held by the Fiscal Agent pursuant to, Sections 3.01 and 3.03 of this Fiscal Agent Agreement.



“**Special Taxes**” means the special taxes levied by the Legislative Body in accordance with the Rate and Method within CFD No. 92-1 pursuant to the Act, the Formation Resolution, the Election and the Ordinance.

“**Standard & Poor’s**” or “**S&P**” means Standard & Poor’s Ratings Group and its successors.

“**State**” means the State of California.

“**Supplement**” means any supplemental agreement amending or supplementing this Fiscal Agent Agreement.

“**Surplus School Facilities Fund**” means the fund of that name established under, and held by the Fiscal Agent pursuant to, Sections 3.01 and 3.12 hereof.

“**Tax Certificate**” means the certificate of that name to be executed by an authorized representative of the District on a Delivery Date to establish certain facts and expectations and which contains certain covenants relevant to compliance with the Code.

“**Taxable Property**” has the meaning set forth in the Rate and Method.

“**Underwriter**” means \_\_\_\_\_.

“**Yield**” means that yield which, when used in computing the present worth of all payments of principal and interest (or other payments in the case of Nonpurpose Investments which require payments in a form not characterized as principal and interest) on a Nonpurpose Investment or on the Bonds produces an amount equal to the Purchase Price of such Nonpurpose Investment or the Bonds, as the case may be, all computed as prescribed in the applicable Regulations.

**Section 1.03. Interpretation.**

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural, and *vice versa* and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles”, “Sections” and other subdivisions are to the corresponding subdivisions of this Fiscal Agent Agreement; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Fiscal Agent Agreement as a whole and not to any particular Articles, Sections or subdivisions thereof.

**Section 1.04 Incorporation of Findings.** All the findings and determinations of the Legislative Body of CFD No. 92-1 set forth in the Resolution of Issuance are hereby incorporated in this Fiscal Agent Agreement by this reference as though fully set forth herein.

## **ARTICLE II GENERAL AUTHORIZATION AND BOND TERMS**

**Section 2.01. Amount and Purpose of 2013 Bonds.** Under and pursuant to the Act, the 2013 Bonds in the amount of \$\_\_\_\_\_ authorized pursuant to the Act and issued in accordance with this Article II shall be issued for the purposes of refunding the Prior Bonds on a current basis, and funding the Reserve Requirement and Costs of Issuance.

**Section 2.02. Limited Obligation; Net Taxes.** The Bonds shall be and are limited obligations of the District and shall be payable as to the principal thereof and interest thereon and any premiums upon the redemption thereof solely from the Net Taxes and amounts in certain funds and accounts created hereunder as specified hereinafter. The Net Taxes are hereby pledged for the payment of the Bonds, subject to the terms hereof.

The Bonds and interest thereon are not payable from the general fund of the District or the School District. Except with respect to the Net Taxes, neither the credit nor the taxing power of the District or the School District is pledged for the payment of the Bonds or interest thereon, and no Owner of the Bonds may compel the exercise of the taxing power by the District (except with respect to the Special Taxes) or the School District or the forfeiture of any of their property for the payment thereof. The principal of and interest on the Bonds and premiums upon the redemption of any thereof are not a debt of the District or the School District, the State or any of its political subdivisions within the meaning of any constitutional or statutory limitation or restriction. The Bonds are not a legal or equitable pledge, charge, lien or encumbrance, upon any property or income, receipts or revenues of the District or the School District, except the Net Taxes which are, under the terms of this Fiscal Agent Agreement, pledged for the payment of the Bonds and interest thereon. Neither the members of the Legislative Body or the Board nor any persons executing the Bonds are liable personally on the Bonds by reason of their issuance.

**Section 2.03. Equality of Bonds, Pledge of Net Taxes.** Pursuant to the Act and this Fiscal Agent Agreement, the Bonds shall be equally payable from the Net Taxes without priority for number, date of the Bonds, date of sale, date of execution or date of delivery, and the payment of the interest on and principal of the Bonds and any premiums upon the redemption thereof shall be exclusively paid from the Net Taxes and amounts held in certain funds and accounts created hereunder as specified hereinafter. All of the Net Taxes are hereby pledged for the payment of the Bonds, and such Net Taxes and any interest earned on the Net Taxes shall constitute a trust fund for the payment of the interest on and principal of the Bonds and so long as any of the Bonds or interest thereon are unpaid the Net Taxes and interest thereon shall not be used for any other purpose, except as permitted by this Fiscal Agent Agreement or any Supplement, and shall be held in trust for the benefit of the Bondowners and shall be applied pursuant to this Fiscal Agent Agreement, or any Supplement to this Fiscal Agent Agreement as modified pursuant to provisions herein. Notwithstanding any provision contained in this Fiscal

Agent Agreement to the contrary, Net Taxes deposited in the Administrative Expense Fund, the Surplus School Facilities Fund and the Rebate Fund shall no longer be considered to be pledged to the Bonds, and the Administrative Expense Fund, the Surplus School Facilities Fund and the Rebate Fund shall not be construed as trust funds held for the benefit of the Bondowners.

In the event that the Fiscal Agent lacks sufficient amounts to make timely payment of principal and interest and premium upon redemption, if any, on the Bonds when due, such principal of and interest and premium on the Bonds shall be paid from available amounts held hereunder by the Fiscal Agent in the Bond Fund, Reserve Fund, Redemption Fund, and after disbursement hereunder, the Special Tax Fund (including all accounts of the foregoing funds) (but not including those amounts deposited in the Surplus School Facilities Fund, Administrative Expense Fund and the Rebate Fund) in accordance with such terms without preference or priority of interest over principal or principal over interest, or of any installment of principal or interest over any other installment of principal or interest, ratably to the aggregate amount of such principal and interest.

Nothing in this Fiscal Agent Agreement or any Supplement shall preclude the redemption of any Bonds subject to call and redemption prior to maturity, and payment of the Bonds from proceeds of refunding bonds issued under the Act as the same now exists or is hereafter amended, or under any other law of the State.

**Section 2.04. Description of 2013 Bonds; Interest Rates.** The 2013 Bonds shall be issued in fully registered form without coupons, in denominations of \$5,000 or any multiple thereof and shall be numbered consecutively from one upwards; provided, however, that the 2013 Bonds shall initially be issued in book-entry form pursuant to Section 2.08. The 2013 Bonds shall be issued in the aggregate principal amount of \$\_\_\_\_\_. The 2013 Bonds shall be originally dated the Delivery Date, shall mature and be payable on September 1 of each Bond Year, in the aggregate principal amounts, and shall bear interest at the rates as set forth below:

<b><u>Maturity Date</u></b> <b><u>(September 1)</u></b>	<b><u>Principal</u></b> <b><u>Amount</u></b>	<b><u>Interest</u></b> <b><u>Rate</u></b>
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		

Interest on the Bonds shall be computed on the basis of a 360-day year comprised of twelve 30-day months. Interest shall be payable with respect to each Bond on each Interest

Payment Date, commencing March 1, 2014, until the principal sum of that Bond has been paid; provided, however, that if, at the maturity date of any Bond (or if the same is redeemable and shall be duly called for redemption, then at the date fixed for redemption) funds are available for the payment or redemption thereof, in full accordance with the terms of this Fiscal Agent Agreement, such Bond shall then cease to bear interest.

“CUSIP” identification numbers shall be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds and any error or omission with respect thereto shall not constitute cause for refusal of the purchaser to accept delivery of and pay for the Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Bonds shall not constitute an event of default or any violation of the District’s contract with such Owners and shall not impair the effectiveness of any such notice.

**Section 2.05. Medium and Payment.** The Bonds shall be payable both as to principal and interest, and as to any premiums upon the redemption thereof, in lawful money of the United States of America. The principal of the Bonds and any premiums due upon the redemption thereof shall be payable upon presentation thereof at the Principal Corporate Trust Office of the Fiscal Agent. Interest on any Bonds shall be payable from the Interest Payment Date next preceding the date of authentication, unless (i) such date of authentication is an Interest Payment Date, in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after a Record Date (as defined herein) but prior to the immediately succeeding Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) the date of authentication is prior to the close of business on the first Record Date, in which event interest will be payable from the Dated Date; provided, however, that if at the time of authentication of a Bond, interest is in default, interest on that Bond shall be payable from the last date on which the interest has been paid or made available for payment, or if no interest has been paid or made available for payment, interest shall be payable from the Dated Date. Interest on any Bond shall be paid to the person whose name shall appear in the Bond Register as the Owner of such Bond as of the close of business on the Record Date. Such interest shall be paid by check of the Fiscal Agent mailed on the Interest Payment Date to such Bondowner by first class mail at his or her address, postage prepaid, as it appears on the Bond Register as of the Record Date; provided that, in the case of an Owner of \$1,000,000 or more in aggregate principal amount of the Bonds, upon the Fiscal Agent’s receipt of written request of such Owner prior to the Record Date accompanied by wire transfer instructions, such interest shall be paid on the Interest Payment Date in immediately available funds by wire transfer to an account in the United States.

**Section 2.06. Form of Bonds and Certificate of Authentication.** The definitive Bonds shall be in typewritten form. The 2013 Bonds and the certificate of authentication shall be substantially in the form attached hereto as **Exhibit A**, which form is hereby approved and adopted as the form of the 2013 Bonds and of the certificate of authentication, with necessary or appropriate insertions, omissions and variations as permitted or required thereby. Any Bond issued under this Fiscal Agent Agreement, or any Supplement, may be initially issued in temporary form exchangeable for definitive Bond. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District and may contain such reference to any of the provisions of this Fiscal Agent Agreement as may

be appropriate. Every temporary Bond shall be executed and sealed by the District in substantially the same manner as provided in this Section 2.06. If the District issues temporary Bonds, it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds may be surrendered for cancellation at the Principal Corporate Trust Office of the Fiscal Agent, and the District shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of the same interest rates and maturities. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Fiscal Agent Agreement as definitive Bonds issued hereunder.

**Section 2.07. Execution and Certificate of Authentication.** The Bonds shall be signed on behalf of the District by the manual or facsimile signature of the President of the Board of the School District, or other member of the Board acting on behalf of the President in the absence thereof, and attested by the manual or facsimile signature of the Clerk or Secretary of the Board of the School District acting as the Legislative Body, and the seal of the District (or facsimile thereof) may be impressed, imprinted, engraved or otherwise reproduced thereon. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed have been authenticated and delivered by the Fiscal Agent (including new Bonds delivered pursuant to the provisions hereof with reference to the transfer and exchange of Bonds or to lost, stolen, destroyed or mutilated Bonds), such Bond may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed or sealed such Bond had not ceased to hold such offices.

The Bonds shall bear thereon a certificate of authentication, in the form set forth in **Exhibit A** hereto, executed manually by the Fiscal Agent. Only such Bonds bearing such certificate of authentication shall be entitled to any right or benefit under this Fiscal Agent Agreement, and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Fiscal Agent.

**Section 2.08. Registration Books/Book Entry.** Subject to the provisions of this Fiscal Agent Agreement relating to book-entry Bonds, the Fiscal Agent will keep or cause to be kept, at the Principal Corporate Trust Office of the Fiscal Agent, sufficient records for the registration and transfer of ownership of the Bonds, which shall be open to inspection during regular business hours and upon reasonable notice by the District; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bonds as hereinbefore provided.

With respect to the Bonds registered in the Bond Register in the name of the Nominee, neither the District nor the Fiscal Agent shall have any responsibility or obligation to any broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as securities depository (“Participant”) or to any person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, neither the District nor the Fiscal Agent shall have any responsibility or obligation (unless the District is at such time the Depository) with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person, other than an Owner of a Bond as shown

in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the District redeems the Bonds in part, or (iv) the payment to any Participant or any other person, other than an Owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. The District and the Fiscal Agent may treat and consider the person in whose name each Bond is registered in the Bond Registrar as the holder and absolute Owner of such Bond for the purpose of payment of principal of, interest, and premium, if any, with respect to such Bond, for the purpose of giving notices of redemption, if applicable, and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The District shall pay all principal of, interest, and premium, if any, on the Bonds only to or upon the order of the respective Owner of a Bond, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, interest, and premium, if any, on the Bonds to the extent of the sum or sums so paid. No person other than an Owner of a Bond, as shown in the Bond Register, shall receive a Bond evidencing the obligation of the District to make payments of principal of, interest, and premium, if any, pursuant to this Fiscal Agent Agreement. Upon delivery by the Depository to the Fiscal Agent, the Owners of the Bonds, and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Date, the word Nominee in this Fiscal Agent Agreement shall refer to such nominee of the Depository.

In order to qualify the Bonds for the Depository's book-entry system, the District is executing and delivering to the Depository a Representation Letter in the form prescribed by Depository. The execution and delivery of the Representation Letter shall not in any other way limit the provisions of this Section or in any other way impose upon the District any obligation whatsoever with respect to persons having interests in the Bonds other than the owners of the Bonds, as shown on the Bond Register. In addition to the execution and delivery of the Representation Letter, the District shall take such other actions, consistent with this Fiscal Agent Agreement, as are reasonably necessary to qualify the Bonds for the Depository's book-entry program.

In the event (i) the Depository determines not to continue to act as a securities depository for the Bonds, or (ii) the Depository shall no longer so act and gives notice to the District of such determination, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered Bond, per maturity, registered in the name of such successor or substitute qualified securities depository or its nominee. If the District fails to identify another qualified securities depository to replace the Depository then the Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Nominee, but shall be registered in whatever name or names owners of the Bonds transferring or exchanging Bonds shall designate, in accordance with provisions of Section 2.09, hereof, and the District shall prepare and deliver Bonds to the owners thereof for such purposes.

In the event of a reduction in aggregate principal amount of Bonds Outstanding or an advance refunding of part of the Bonds Outstanding, the Depository in its discretion, (a) may request the District to prepare and issue a new bond or (b) may make an appropriate notation on the Bonds indicating the date and amounts of such reduction in principal, but in such event the Bond Register maintained by the Fiscal Agent shall be conclusive as to what amounts are outstanding on the Bond, except in the case of final maturity in which case the Bond must be presented to the Fiscal Agent prior to payment.

Notwithstanding any other provisions of this Fiscal Agent Agreement to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository and acceptable to the District.

The initial Depository under this Article shall be DTC. The initial Nominee shall be Cede & Co., as Nominee of DTC.

**Section 2.09. Registration of Exchange or Transfer.** Subject to the provisions of this Fiscal Agent Agreement relating to book-entry Bonds, the registration of any Bond may, in accordance with its terms, be transferred upon the Bond Register by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Corporate Trust Office of the Fiscal Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Fiscal Agent and duly executed by the Bondowner or his or her duly authorized attorney. Bonds may be exchanged at the Principal Corporate Trust Office of the Fiscal Agent for a like aggregate principal amount and maturity of Bonds of other authorized denominations. The Fiscal Agent may charge the Bondowner any tax or other governmental charge required with respect to such transfer or exchange. The cost of printing the Bonds and any services rendered or expenses incurred by the Fiscal Agent in connection with any transfer or exchange thereof shall be paid by the District. Whenever any Bonds shall be surrendered for registration of transfer or exchange, the District shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond, for a like aggregate principal amount and maturity; provided, that the Fiscal Agent shall not be required to register transfers or make exchanges of (i) Bonds for a period of 15 days next preceding the date established by the Fiscal Agent for selection of the Bonds to be redeemed, or (ii) any Bonds chosen for redemption.

**Section 2.10. Mutilated, Lost, Destroyed or Stolen Bonds.** If any Bond shall become mutilated, the District shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor, date, maturity and amount in exchange and substitution for the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be destroyed and a certificate of destruction delivered to the District by the Fiscal Agent. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence is satisfactory to the Fiscal Agent and if an indemnity satisfactory to the Fiscal Agent shall be given, the District, at the expense of the Bondowner, shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and maturity, numbered and dated as such Fiscal Agent shall determine in lieu of and in substitution for the Bond so lost, destroyed or stolen. Any Bond issued under the provisions of this Section 2.10 in lieu of any

Bond alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits hereof with all other Bonds secured hereby. The Fiscal Agent shall not treat both the original Bond(s) and any replacement Bond(s) as being Outstanding for the purpose of determining the principal amount of Bonds for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and replacement Bond(s) shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Bond for a Bond which has been mutilated, lost, destroyed or stolen, and which has matured or been called for redemption, the Fiscal Agent may make payment with respect to such Bond upon receipt of an indemnity satisfactory to the Fiscal Agent.

**ARTICLE III  
CREATION OF FUNDS AND ACCOUNTS, APPLICATION OF  
PROCEEDS AND SPECIAL TAXES**

**Section 3.01. Funds and Accounts.** The following funds and accounts are hereby created and established and shall be maintained by the Fiscal Agent:

- (a) Community Facilities District No. 92-1 Administrative Expense Fund (“Administrative Expense Fund”);
- (b) Community Facilities District No. 92-1 Special Tax Fund (“Special Tax Fund”);
- (c) Community Facilities District No. 92-1 Bond Fund (“Bond Fund”) in which there is established an Interest Account and a Principal Account;
- (d) Community Facilities District No. 92-1 Reserve Fund (“Reserve Fund”);
- (e) Community Facilities District No. 92-1 Redemption Fund (“Redemption Fund”), in which there is established a Sinking Fund Redemption Account;
- (f) Community Facilities District No. 92-1 Rebate Fund (“Rebate Fund”);
- (g) Community Facilities District No. 92-1 Costs of Issuance Fund (“Costs of Issuance Fund”); and
- (h) Community Facilities District No. 92-1 Surplus School Facilities Fund (“Surplus School Facilities Fund”).

The Fiscal Agent may establish additional accounts or subaccounts of the above-described funds and accounts as the Fiscal Agent shall deem necessary and prudent in furtherance of its duties pursuant to this Fiscal Agent Agreement or any Supplement upon written notification to, and consent by, the District.

For purposes of Government Code Section 53363.5, the foregoing funds and accounts, together with the Escrow Fund established under the Escrow Agreement, shall constitute the



“Refunding Fund.” The District hereby determines that the arrangement of such funds and accounts, pursuant to the provisions hereof, is in the best interests of the Bond Owners and the District.

**Section 3.02. Disposition of 2013 Bond Proceeds; Transfers from Prior Bonds; Deposits to Escrow Fund.** The proceeds of the sale of the 2013 Bonds in the amount of \$\_\_\_\_\_ (computed as the principal amount of \$\_\_\_\_\_, [plus net original issue premium] [less net original issue discount] of \$\_\_\_\_\_, less Underwriter’s discount of \$\_\_\_\_\_) shall be received by the Fiscal Agent and deposited as follows:

- (a) \$\_\_\_\_\_ representing the Reserve Requirement as of the Delivery Date shall be deposited in the Reserve Fund;
- (b) \$\_\_\_\_\_ shall be deposited in the Costs of Issuance Fund; and
- (c) \$\_\_\_\_\_ shall be transferred to the Escrow Agent and deposited into the Escrow Fund and shall be applied as set forth in the Escrow Agreement.

**Transfer and Deposit of Certain Prior Bond Monies**

On the Delivery Date, \$\_\_\_\_\_ shall be transferred from the Administrative Expense Account under the 1998 Indenture and deposited to the Administrative Expense Fund hereunder and applied as set forth in Section 3.05 of this Fiscal Agent Agreement.

On the Delivery Date, \$\_\_\_\_\_ shall be transferred from the Special Tax Fund under the 1998 Indenture and deposited to the Special Tax Fund hereunder and applied as set forth in Section 3.03 of this Fiscal Agent Agreement.

On the Delivery Date, \$\_\_\_\_\_ shall be transferred from the Special Reserve Fund under the 1998 Indenture and transferred to the Surplus School Facilities Fund under this Agreement to be used in accordance with the terms of Section 3.12 of this Fiscal Agent Agreement.

**Transfer to the Escrow Fund**

On the Delivery Date, \$\_\_\_\_\_ shall be transferred from the Special Tax Fund under the 1998 Indenture and deposited to the Escrow Fund and applied as set forth in the Escrow Agreement.

On the Delivery Date, \$\_\_\_\_\_ shall be transferred from the Reserve Account of the Special Tax Fund under the 1998 Indenture and deposited to the Escrow Fund and applied as set forth in the Escrow Agreement.

Any additional monies on deposit under the Prior Bonds funds and accounts under the 1998 Indenture shall be deposited to the corresponding funds and accounts hereunder, or to the

Escrow Fund, as directed by the transfer and deposit instructions to the 1998 Fiscal Agent. The Fiscal Agent may, at its discretion, establish temporary fund(s) or account(s) to facilitate the foregoing deposits.

**Section 3.03. Special Tax Fund.** The Special Taxes and other amounts constituting Gross Taxes collected by the District shall be transferred, no later than 10 days after receipt thereof, to the Fiscal Agent and shall be held in trust in the Special Tax Fund for the benefit of the Bondowners (exclusive of the Administrative Expense Requirement as set forth below) and shall be transferred from the Special Tax Fund in the following order of priority:

(a) To the Administrative Expense Fund, an amount specified in writing by the District, up to the Administrative Expense Requirement.

(b) To the Interest Account of the Bond Fund an amount such that the balance in the Interest Account one Business Day prior to each Interest Payment Date shall be equal to the installment of interest due on the Bonds on said Interest Payment Date. Monies in the Interest Account shall be used for the payment of interest on the Bonds as the same become due.

(c) To the Principal Account of the Bond Fund, an amount up to the amount needed to make the principal payment due on the Bonds during the current Bond Year.

(d) To the Sinking Fund Redemption Account of the Redemption Fund an amount up to the amount needed to make the Mandatory Sinking Payments due on the Bonds during the current Bond Year.

(e) To the Reserve Fund, the amount, if any, necessary to replenish the Reserve Fund to the Reserve Requirement.

(f) Provided all the amounts due in the current Bond Year are funded under (b), (c), (d) and (e) above, to the extent there are additional Administrative Expenses, to the Administrative Expense Fund in the amount specified in writing by the District required to bring the balance therein to the amount needed pay such Administrative Expenses.

(g) Any remaining Special Taxes and other amounts constituting Gross Taxes shall remain in the Special Tax Fund, subject to the provisions of (h), below.

(h) Any remaining Special Taxes and other amounts constituting Gross Taxes, if any, shall remain in the Special Tax Fund until the end of the Bond Year. Any remaining funds in the Special Tax Fund, which are not required to cure a delinquency in the payment of principal and interest on the Bonds (including payment of Mandatory Sinking Payments due during the current Bond Year), to restore the Reserve Fund as provided for in (e), above, or to pay current or pending Administrative Expenses as provided for in (a) and (f), above, shall be deposited in the Surplus School Facilities Fund and used in accordance with Section 3.12 hereof and shall be free and clear of any lien thereon or pledge hereunder; provided, any funds which are required to cure any delinquency described above shall be retained in the Special Tax Fund and expended or transferred, at the earliest possible date, for such purpose.

At the date of the redemption, defeasance or maturity of the last Bond and after all principal and interest then due on any Bond has been paid or provided for, all other covenants are complied with and all fees and expenses of the Fiscal Agent have been paid, monies in the Special Tax Fund will be transferred to the District by the Fiscal Agent and may be used by the District for any lawful purpose under the District proceedings.

**Section 3.04. [Reserved.]**

**Section 3.05. Administrative Expense Fund.** Upon receipt of Gross Taxes and the written direction of the District, the Fiscal Agent shall transfer from the Special Tax Fund to the Administrative Expense Fund the amount that the District has determined, and of which the District has notified the Fiscal Agent in writing prior to such transfer date, will be necessary to bring the balance in the Administrative Expense Fund to equal the amount specified by the District as necessary to meet Administrative Expenses until the collection of Special Taxes in the next Fiscal Year, subject to the maximum limit of the Administrative Expense Requirement. Additional Administrative Expenses may be funded from additional deposits to the Administrative Expense Fund in accordance with Section 3.03(f) and this Section 3.05. Upon receipt of a duly executed payment request in substantially the form attached hereto as **Exhibit B**, the Fiscal Agent shall pay Administrative Expenses from amounts in the Administrative Expense Fund directly to the contractor or such other person, corporation or entity designated as the payee on such form, which payee may include the District, or shall reimburse the District for Administrative Expenses paid by the District, from such amounts. Monies in the Administrative Expense Fund shall not be construed as a trust fund for the benefit of the Bondowners and are not pledged for payment of the principal of, or interest or premium on, the Bonds, and are not subject to any Bondowners' lien.

Monies in the Administrative Fund shall be invested in accordance with the terms of Section 3.13 herein. Investment earnings on amounts in the Administrative Expense Fund, if any, shall be retained therein.

**Section 3.06. Bond Fund.**

(a) One Business Day prior to each Interest Payment Date, the Fiscal Agent shall withdraw from the Special Tax Fund, or the Reserve Fund in the event monies are unavailable in the Special Tax Fund, and deposit in the Principal Account and the Interest Account of the Bond Fund established for the Bonds an amount equal to all of the principal and all of the interest due and payable on the Bonds on the ensuing Interest Payment Date, less amounts on hand in the Bond Fund available to pay principal and/or interest on such Bonds. The Fiscal Agent shall apply monies in the Interest Account and Principal Account to the payment of interest and principal, respectively, on the Bonds on each Interest Payment Date.

(b) Monies in the Bond Fund shall be invested in accordance with Section 3.13. All investment earnings and profits resulting from such investment shall be retained in the accounts established for the Bonds in the Bond Fund and used to pay principal of and interest on the

Bonds. Upon final maturity of the Bonds and the payment of all principal of and interest on the Bonds, any monies remaining in the Bond Fund shall be transferred to the Special Tax Fund.

**Section 3.07. Reserve Fund.** There shall be maintained in the Reserve Fund an amount equal to the Reserve Requirement. Notwithstanding the foregoing, in the event of a redemption or partial defeasance of the Bonds, the Reserve Requirement shall thereafter be determined by the District and communicated to the Fiscal Agent in writing and any funds in excess of such re-determined Reserve Requirement shall be utilized as set forth in this Section 3.07.

(a) Except as provided in the next paragraph with respect to certain investment earnings, monies in the Reserve Fund shall be used solely for the purpose of (i) making transfers to the Bond Fund or Redemption Fund to pay the principal of, including Mandatory Sinking Payments, and interest on Bonds when due to the extent that monies in the Interest Account and the Principal Account of the Bond Fund or monies in the Sinking Fund Redemption Account are insufficient therefor, (ii) making any required transfer to the Rebate Fund pursuant to Section 3.11 upon written direction from the District, (iii) paying the principal and interest due on the Bonds in the final Bond Year, and (iv) application to the defeasance of such Bonds in accordance with Article IX. If the amounts in the Interest Account or the Principal Account of the Bond Fund and the Sinking Fund Redemption Account of the Redemption Fund are insufficient to pay the principal of, including Mandatory Sinking Payments, or interest on the Bonds when due, the Fiscal Agent shall, one Business Day prior to an Interest Payment Date, withdraw from the Reserve Fund for deposit in the Interest Account and the Principal Account of the Bond Fund, or the Sinking Fund Redemption Account of the Redemption Fund, monies necessary for such purpose. Following any transfer to the Interest Account or the Principal Account of the Bond Fund, or the Sinking Fund Redemption Account of the Redemption Fund, the Fiscal Agent shall notify the District of the amount needed to replenish the Reserve Fund to the Reserve Requirement and the District shall include such amount as is required at that time to correct such deficiency in the next Special Tax levy to the extent of the permitted maximum Special Tax rates.

Notwithstanding any provision herein to the contrary, monies in the Reserve Fund in excess of the Reserve Requirement (exclusive of Excess Investment Earnings) shall be withdrawn on each March 1 and transferred to the Interest Account of the Bond Fund, and any remaining excess shall be transferred to the Principal Account of the Bond Fund, or to the Sinking Fund Redemption Account of the Redemption Fund to the extent required to make any principal payment or Mandatory Sinking Payments on the next following September 1. The Fiscal Agent shall transfer Excess Investment Earnings from Reserve Fund earnings upon written direction of the District pursuant to Section 3.07 hereof. Monies in the Reserve Fund shall be invested in accordance with Section 3.13 hereof.

(b) Notwithstanding anything herein to the contrary, the Fiscal Agent shall transfer to the Reserve Fund, from available monies in the Special Tax Fund, the amount needed to restore the Reserve Fund to the Reserve Requirement as specified in Section 3.03. Monies in the Special Tax Fund shall be deemed available for transfer to the Reserve Fund only if such amounts will not be needed to make the deposit required to be made to the Interest Account and

the Principal Account of the Bond Fund or the Sinking Fund Redemption Account of the Redemption Fund for the next Interest Payment Date.

**Section 3.08. Redemption Fund.**

(a) One Business Day prior to March 1 or September 1 of each Bond Year beginning March 1, 2014, after the deposits have been made to the Bond Fund as required by Section 3.06, the Fiscal Agent shall next transfer into the Sinking Fund Redemption Account of the Redemption Fund from the Special Tax Fund an amount equal to one-half of the Mandatory Sinking Payment due on September 1 of that Bond Year. Monies so deposited in the Sinking Fund Redemption Account of the Redemption Fund shall be used and applied by the Fiscal Agent to call and redeem the Bonds, in accordance with the provisions of Section 4.01 hereof.

(b) If there are monies remaining in the Redemption Fund after any of the Bonds so designated for redemption have been redeemed and canceled or paid and canceled, such monies shall be transferred to the Special Tax Fund; provided that, if such monies are part of the proceeds of refunding bonds, such monies shall be transferred to the fund or account created for the payment of principal of and interest on such refunding bonds. Monies held in any account of the Redemption Fund and its accounts shall be invested in accordance with Section 3.11 hereof. Investment earnings on amounts in the Redemption Fund, if any, shall be retained therein.

**Section 3.09 Costs of Issuance Fund.** Monies in the Costs of Issuance Fund shall be disbursed from time to time to pay or reimburse Costs of Issuance. Upon receipt of a duly executed payment request in substantially the form attached hereto as **Exhibit C**, which may be in the form of a facsimile (confirmed promptly by original signature via first class mail), the Fiscal Agent shall pay the Costs of Issuance from amounts in the Costs of Issuance Fund directly to the District or other person, corporation or entity designated as the payee on such form. Any such amounts remaining in the Costs of Issuance Fund on a date six months from the Delivery Date shall be transferred to the Interest Account of the Bond Fund and applied in accordance with Section 3.06. The Fiscal Agent shall thereafter close the Costs of Issuance Fund. All investment earnings on amounts in the Costs of Issuance Fund shall be retained therein.

**Section 3.10. [Reserved.]**

**Section 3.11 Rebate Fund.**

(a) Establishment. At such time as monies are to be deposited therein, the Fiscal Agent shall establish a Rebate Fund and separate accounts therein for the Prior Bonds and any Parity Bonds (as applicable) and shall maintain such fund and accounts for the Bonds. Absent an opinion of Bond Counsel delivered by the District to the Fiscal Agent that the exclusion from gross income for federal income tax purposes of interest on the Bonds will not be adversely affected, the District shall cause to be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to this Section 3.11 and the Tax Certificate. All money at any time deposited in the Rebate Fund shall be held by the Fiscal Agent in trust for payment to the United States Treasury. All amounts on deposit in the Rebate Fund shall be governed by this Section 3.11 and the Tax Certificate for such Bonds, unless and to the extent that the District

delivers to the Fiscal Agent an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bonds will not be adversely affected if such requirements are not satisfied. Notwithstanding any other provision of this Fiscal Agent Agreement, the Fiscal Agent shall be deemed conclusively to have complied with this Section 3.11 and the Tax Certificate if it follows the directions set forth in any written directive of the District and shall be fully protected in so doing. The Fiscal Agent shall have no independent responsibility to, or liability resulting from its failure to, enforce compliance by the District with the terms of this Section 3.11 or the Tax Certificate.

(1) Rebate Requirements. The following requirements shall be satisfied with respect to the Rebate Fund:

(i) Fifth Year Computation. Within 55 days of the end of the fifth Bond Year and every fifth Bond Year thereafter, the District shall calculate or cause to be calculated the amount of rebatable arbitrage, in accordance with Section 148(f)(2) of the Code and Section 1.148-3 of the Rebate Regulations, for this purpose treating the last day of the fifth Bond Year as a computation date, within the meaning of Section 1.148-1(b) of the Rebate Regulations (“Rebatable Arbitrage”). The District shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section 3.11.

(ii) Payment to the Treasury. The Fiscal Agent shall pay, as directed by written directive of the District, to the United States Treasury, out of amounts in the Rebate Fund:

(X) Not later than 60 days after the end of (A) the fifth Bond Year, and (B) each applicable fifth Bond Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage (as defined in the Tax Certificate) as set forth in a certificate of the District delivered to the Fiscal Agent calculated as of the end of such Bond Year; and

(Y) Not later than 60 days after the payment of all Bonds, an amount equal to 100% of the Rebatable Arbitrage as set forth in a certificate of the District delivered to the Fiscal Agent calculated as of the end of such applicable Bond Year, and any income attributable to the Rebatable Arbitrage, as set forth in a certificate of the District delivered to the Fiscal Agent computed in accordance with Section 148(f) of the Code.

In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate or cause to be calculated the amount of such deficiency and deposit with the Fiscal Agent an amount received from any legally available source equal to such deficiency prior to the time such payment is due. Each payment required to be made pursuant to this subsection (a)(1) shall be made to the Internal Revenue Service Center, Ogden, Utah 84207 or as otherwise permitted or required by the Regulations on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T (which form shall be completed and provided by the District to the Fiscal Agent), or shall be made in such other manner as provided under the Code, in each case as specified in a written request of the District delivered to the Fiscal Agent.

(b) Disposition of Unexpended Funds. Any funds remaining in the accounts of the Rebate Fund for the Bonds after redemption and payment of the Bonds and the payments of all amounts described in subsection (a)(1)(ii), shall be withdrawn by the Fiscal Agent upon written direction of the District and remitted to the District and utilized in any manner by the District.

(c) Survival of Defeasance. Notwithstanding anything in this Section 3.11 to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance of the Bonds.

(d) Modifications. Notwithstanding the foregoing, if the District shall obtain an opinion of Bond Counsel that any specified action under this Section 3.11 is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest with respect to the Bonds, the District and the Fiscal Agent may conclusively rely on such opinion in complying with the requirements hereunder, and the terms of this Section 3.11 shall be deemed modified to that extent.

**Section 3.12. Surplus School Facilities Fund.**

(a) The Surplus School Facilities Fund shall be funded from surplus Special Taxes transferred to the Surplus School Facilities Fund from the Special Tax Fund pursuant to Section 3.03(h); provided, prior to any such transfer to the Surplus School Facilities Fund, the Fiscal Agent shall check that the Reserve Requirement level will be met as of the first day of the next Bond Year (September 2), and will transfer any surplus Special Taxes for such purpose to the Reserve Fund, as applicable, prior to deposit in the Surplus School Facilities Fund. Monies on deposit in the Surplus School Facilities Fund are not pledged for payment of the principal of, or interest or premium on, the Bonds, and are not subject to any Bondowner's lien.

(b) Monies in the Surplus School Facilities Fund may be used, at the option of the District and by the District pursuant to written direction of an Authorized Representative to the Fiscal Agent: for acquisition and/or construction of School Facilities; to make deposits to the Rebate Fund under Section 3.11 hereof for the purposes of paying rebatable arbitrage as and when such is due in accordance with the Tax Certificate and the Regulations; or, for deposit to the Interest and/or Principal Account of the Bond Fund under Section 3.06(a) for payment of principal of, including Mandatory Sinking Payments, or interest on the Bonds.

(c) Disbursements from the Surplus School Facilities Fund for expenditures on the School Facilities shall be made by the Fiscal Agent upon receipt of an Authorized Representative's payment request form in substantially the form attached hereto as **Exhibit D.**

(d) Moneys on deposit in the Surplus School Facilities Fund shall be invested in Authorized Investments in accordance with Section 3.13 Monies in the Surplus School Facilities Fund are not subject to the rebate requirements set forth in this Fiscal Agent Agreement. Interest earnings and profits from such investment and deposit shall remain therein and be applied in the manner provided in subsection (b) above.

**Section 3.13. Investments.** The Fiscal Agent shall maintain separate books and records regarding the investment of monies in any of the funds, accounts or subaccounts established pursuant to this Fiscal Agent Agreement. Authorized Investments shall be deemed at all times to be a part of such funds, accounts or subaccounts. Any loss resulting from such Authorized Investments shall be charged to such funds, accounts or subaccounts. Subject to limitations set forth in Section 5.02 of this Fiscal Agent Agreement, the limitations as to maturities set forth below and any additional limitations or requirements established by the District and consistent with the foregoing, the Fiscal Agent shall invest the amounts on deposit in all funds, accounts or subaccounts in Authorized Investments as directed in writing by the District, which may be in the form of a facsimile confirmed promptly in writing by mail, subject to the following restrictions:

(a) Monies in the Bond Fund shall be invested only in Authorized Investments which will by their terms mature as close as practicable to the date the monies therein will be needed for withdrawal, so as to ensure the payment of principal and interest on the Bonds as the same become due;

(b) Monies in the Reserve Fund shall be invested in Authorized Investments which provide liquidity needed to satisfy any calls on funds in the Reserve Fund, except in the case of guaranteed investment contracts which may have a longer term. Such liquidity shall provide that at least one half (1/2) of the monies in the Reserve Fund shall be available for draw in advance of any Interest Payment Date. Such Authorized Investments shall not have a final maturity of greater than three years (except for guaranteed investment agreements through which monies in the Reserve Fund may be invested for a longer period). No such investment shall mature later than 15 days prior to the final maturity of the Bonds;

(c) Monies in the Special Tax Fund shall be invested in Authorized Investments which will by their terms mature as close as practicable to the date the monies therein will be needed for withdrawal, so as to ensure the payment of principal, interest and redemption premium, if any, on the Bonds as the same become due or are redeemed;

(d) Monies in the Rebate Fund shall be invested only in Authorized Investments of the type described in clause (a) of the definition thereof which by their terms will mature, as nearly as practicable, on the dates such amounts are needed to be paid to the United States pursuant to Section 3.11;

(e) Monies in the Costs of Issuance Fund shall be invested in Authorized Investments which will by their terms mature as close as practicable to the date the District estimates the monies represented by the particular investment will be needed for withdrawal from such account or subaccount; and

(f) Monies in the Surplus School Facilities Fund may be invested in Authorized Investments which will, by their terms, mature as close as practicable to the date(s) the District estimates the monies represented by the particular investment will be needed for withdrawal.



Absent direction from the District, AND SUBJECT TO ANY LIMITATIONS ON INVESTMENT YIELD OR FURTHER INVESTMENT RESTRICTIONS SET FORTH IN THIS FISCAL AGENT AGREEMENT, the Fiscal Agent shall invest monies in any of the funds or accounts created by this Fiscal Agent Agreement solely in tax-exempt Authorized Investments described in clause (j) of the definition thereof. The Fiscal Agent shall sell or present for redemption any Authorized Investments so purchased whenever it may be necessary to do so in order to provide monies to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Authorized Investment is credited. The Fiscal Agent may purchase or sell to itself or any affiliate, as principal or agent, such investments. For the purpose of determining at any given time the balance in any such fund or account, any Authorized Investments constituting a part of such funds or accounts shall be valued by the Fiscal Agent at the lower of cost or par value. Subject to Section 7.02, the Fiscal Agent shall not be responsible for any loss from any investment authorized pursuant to this Fiscal Agent Agreement. For investment purposes, the Fiscal Agent may commingle the funds and accounts established hereunder, but shall account for each separately. The Fiscal Agent will furnish the District periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, the District will not receive such confirmations to the extent permitted by law; provided, the Fiscal Agent shall provide records of such confirmation to the District upon District's written request.

**ARTICLE IV  
REDEMPTION OF BONDS**

**Section 4.01. Redemption of 2013 Bonds.**

Mandatory Sinking Fund Redemption. The 20\_\_ Term Bond maturing on September 1, 20\_\_, is subject to mandatory redemption in part commencing on September 1, \_\_\_\_\_, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from Mandatory Sinking Payments as follows:

<b>Sinking Fund Redemption Date (September 1)</b>	<b>Principal Amount</b>
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20\_\_

**ARTICLE V  
COVENANTS AND WARRANTY**

**Section 5.01. Warranty.** The District shall preserve and protect the security of the Bonds and the rights of the Owners and warrant and defend their rights against all claims and demands of all persons.

**Section 5.02. Covenants.** So long as any of the Bonds issued hereunder are Outstanding and unpaid, the District makes the following covenants with the Owners under the provisions of the Act and this Fiscal Agent Agreement and all Supplements (to be performed by the District or its proper officers, agents or employees), which covenants are necessary, convenient and desirable to secure the Bonds; provided, however, that said covenants do not require the District to expend any funds or monies other than the Net Taxes or any monies deposited in the funds and accounts created hereunder and legally available therefor.

Covenant 1. Punctual Payment. The District will duly and punctually pay, or cause to be paid, the principal of and interest on every Bond issued hereunder, together with the premium thereon, if any be payable, on the date, at the place and in the manner mentioned in the Bonds and in accordance with this Fiscal Agent Agreement and any Supplement to the extent Net Taxes are available therefor, and that the payments into the Bond Fund and the Reserve Fund will be made, all in strict conformity with the terms of the Bonds and this Fiscal Agent Agreement, and that it will faithfully observe and perform all of the conditions, covenants and requirements of this Fiscal Agent Agreement and any Supplement and of the Bonds issued hereunder, and that time of such payment and performance is of the essence of the District's contract with the Bondowners.

Covenant 2. Levy and Collection of Special Taxes. Subject to the maximum Special Tax rates, the District will comply with all requirements of the Act so as to assure the timely collection of the Special Taxes, including without limitation, the enforcement of delinquent Special Taxes. The District shall fix and levy the amount of Special Taxes within CFD No. 92-1 required for the payment of principal of and interest on Outstanding Bonds becoming due and payable during the ensuing year including any necessary replenishment or expenditure of the Reserve Fund for the Bonds, an amount equal to the Administrative Expense Requirement and any additional amounts necessary for expenses incurred in connection with administration or enforcement of delinquent Special Taxes.

On or before each June 1, commencing June 1, 2014, the Fiscal Agent shall provide a written notice to the District stating the amounts then on deposit in the various funds and accounts established by this Fiscal Agent Agreement. The receipt of such notice by the District shall in no way affect the obligations of the District under the following paragraphs. Upon receipt of a copy of such notice, the District shall communicate with the Orange County Treasurer-Tax Collector or other appropriate official of the County of Orange to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year.

The District shall retain an Independent Financial Consultant to assist in the levy of the Special Taxes each Fiscal Year, commencing Fiscal Year 2013-2014, in accordance with the Ordinance, such that the computation of the levy is complete before the final date on which the Orange County Treasurer-Tax Collector will accept the transmission of the Special Tax amounts for the parcels within CFD No. 92-1 for inclusion on the next secured tax roll. Upon the completion of the computation of the amounts of the levy, and approval by the Legislative Body, the District shall prepare or cause to be prepared, and shall transmit to the Orange County Treasurer-Tax Collector, such data as the Orange County Treasurer-Tax Collector requires to include the levy of the Special Taxes on the next secured tax roll.

The Special Taxes shall be payable and collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property; provided, the Legislative Body may provide for direct collection of the Special Taxes in certain circumstances.

In order to determine if there are delinquencies with respect to the payment of the Special Taxes, no later than February 25 and June 25 in every year (each a "reconciliation date") commencing February 25, 2014, the District shall reconcile or cause to be reconciled the amount of Special Taxes levied to the amount of Special Taxes theretofore reported by the County as paid and received. No later than 45 days after the reconciliation date, commencing on the first reconciliation date in 2014, the District shall send or cause to be sent a notice of delinquency to all property owners reported to be delinquent in the payment of the Special Taxes as of the reconciliation date.

The fees and expenses of the Independent Financial Consultant retained by the District to assist in computing the levy of the Special Taxes hereunder and any reconciliation of amounts levied to amounts received, as well as the costs and expenses of the District (including a charge for District staff time) in conducting its duties hereunder, shall be an Administrative Expense hereunder.

Covenant 3. Commence Foreclosure Proceedings. The District covenants for the benefit of the Owners of the Bonds that it (i) will commence judicial foreclosure proceedings against parcels with delinquent Special Taxes in excess of \$25,000 by the October 1 following the close of each Fiscal Year in which such Special Taxes were due and (ii) will commence judicial foreclosure proceedings against all parcels with delinquent Special Taxes by the October 1 following the close of each Fiscal Year in which it receives Special Taxes in an amount which is less than 95% of the total Special Tax levied or the amount on deposit in the Reserve Fund of the Special Tax Fund is at less than its required balance, and (iii) will diligently pursue such foreclosure proceedings until the delinquent Special Taxes are paid; provided that, notwithstanding the foregoing and provided that the County of Orange is then including the District in the County's "Teeter Plan" method of apportionment and distribution of community facilities district special taxes, the District may elect to defer foreclosure proceedings on any parcel which is owned by a delinquent property owner whose property is not, in the aggregate, delinquent in the payment of Special Taxes in excess of \$25,000 so long as (1) the amount in the

Reserve Fund of the Special Tax Fund is at least equal to the Reserve Requirement, and (2) with respect to the Bonds, the District is not in default in the payment of the principal of or interest on the Bonds. The District may, but shall not be obligated to, advance funds from any source of legally available funds in order to maintain the Reserve Fund of the Special Tax Fund at the Reserve Requirement or to avoid a default in payment on the Bonds.

The District covenants that it will deposit the net proceeds of any foreclosure in the Special Tax Fund and will apply such proceeds remaining after the payment of Administrative Expenses, up to the Administrative Expense Requirement, to make current payments of principal and interest on the Bonds, to bring the amount on deposit in the Reserve Fund up to the Reserve Requirement, and to pay any delinquent installments of principal or interest due on the Bonds.

Covenant 4. Against Encumbrances. The District will not encumber, pledge or place any charge or lien upon any of the Net Taxes or other amounts pledged to the Bonds superior to, or on a parity with, the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Fiscal Agent Agreement.

Covenant 5. Modification of Maximum Authorized Special Tax. The District covenants that no modification of the maximum authorized Special Taxes in CFD No. 92-1 shall be approved by the District unless it is confirmed in writing, by an Independent Financial Consultant, that, immediately subsequent to such modifications the amount of the maximum Special Taxes on Developed Property (as defined in the Rate and Method), pursuant to the Act and the applicable resolutions and ordinances of the District is at least 1.10 times Maximum Annual Debt Service plus Administrative Expenses on all Outstanding Bonds.

The District further covenants that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIII C of the California Constitution, which purports to reduce or otherwise alter the maximum authorized Special Taxes, it will, to the extent of available District funds therefore, commence and pursue legal action seeking to preserve its ability to comply with its covenant contained in the preceding paragraph.

Covenant 6. Protection of Security and Rights of Owners. The District will preserve and protect the security of the District and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the District, the Bonds shall be incontestable by the District.

Covenant 7. Reserved.

Covenant 8. Books and Accounts. The District will keep, or cause to be kept, proper books of records and accounts, separate from all other records and accounts of the Bonds, in which complete and correct entries shall be made of all transactions relating to the Bonds, the levy of the Special Tax and the deposits to the Special Tax Fund. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent (who shall have no duty to inspect) or of the Owners of not less than 10% of the principal amount of the Bonds then Outstanding or their representatives authorized in writing.

Covenant 9. Tax Covenant. The District hereby covenants and represents that until the last Bonds shall have been fully paid or redeemed, the District will comply with all requirements of the Tax Certificate, the Code and all applicable Regulations, such that the interest on the Bonds will remain excluded from gross income for federal income tax purposes.

Covenant 10. Additional Tax Covenants. The District hereby covenants, without limiting the generality of Covenant 9, that:

(a) the District will make no use of the proceeds of the Bonds or the School Facilities or other public facilities refinanced with the proceeds of the Bonds, which at any time will cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and applicable Regulations;

(b) the District will ensure that the payment of principal and interest on the Bonds shall not be directly or indirectly guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof) and no portion of the monies contained in any of the funds or accounts created herein shall be (i) used in making loans guaranteed by the United States (or any agency or instrumentality thereof); (ii) invested directly or indirectly in deposits or accounts insured by the Federal Deposit Insurance Corporation, National Credit Union Administration or any other similar federally chartered corporation; (iii) otherwise invested directly or indirectly in obligations guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof); except (a) investment of amounts held in the Reserve Fund, or other reserve funds satisfying Section 148(d) of the Code; (b) investment of amounts held in the Special Tax Fund, Bond Fund and other bona fide debt service funds; (c) for investments in obligations issued by the United States Treasury; (d) for investments in obligations guaranteed by the Federal National Mortgage Association, Government National Mortgage Association or Federal Home Loan Mortgage Corporation; or, (e) investments permitted under Regulations issued pursuant to Section 149(b)(3)(B) of the Code;

(c) the District will ensure that no portion of the monies contained in any of the funds or accounts created herein, or any of the School Facilities or other public facilities funded from proceeds of the Prior Bonds, shall be used so as to cause any of the Bonds to meet the “private activity bond” tests of Section 141 of the Code and any Regulations issued thereunder;

(d) the District agrees that there shall be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and the applicable Regulations and this Fiscal Agent Agreement (including, but not limited to, Section 3.10 hereof) and any further documents executed in connection with the Bonds. This covenant shall survive payment in full or defeasance of the Bonds. The District specifically covenants to pay or cause to be paid to the United States at the times and in the amounts determined above the amounts required to be so paid by this Fiscal Agent Agreement and further documents executed in connection with the Bonds, the Code and the Regulations;

(e) the District (i) shall neither invest Gross Proceeds nor cause Gross Proceeds to be invested in Nonpurpose Investments if the Yield on such Nonpurpose Investments would be less than the Yield that would have resulted in an arm's length transaction; (ii) will not sell or otherwise dispose of or cause to be sold or otherwise disposed of Nonpurpose Investments if such sale or disposition would result in a smaller profit or larger loss than would have resulted from a sale at fair market value arrived at in an arm's length transaction; and (iii) shall keep a detailed accounting of all transactions contemplated under this Fiscal Agent Agreement or in any way relating to the receipt or disbursement of any of the Gross Proceeds of the Bonds for a period of six years after the later of the date of payment of all Excess Investment Earnings to the United States or the date the District disburses the last of the Gross Proceeds of the Bonds; and

(f) notwithstanding any provision of this Fiscal Agent Agreement, if the District shall provide to the Fiscal Agent an opinion of Bond Counsel that any specified action required under this Fiscal Agent Agreement is no longer required or that some further or different action is required to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds, the Fiscal Agent may conclusively rely on such opinion in complying with the requirements of this Fiscal Agent Agreement, and the covenants hereunder shall be deemed to be modified to that extent notwithstanding the provisions of Article VI hereof.

Covenant 11. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the obligations and covenants under this Fiscal Agent Agreement and any Supplement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Fiscal Agent Agreement and in any Supplement.

Covenant 12. Additional Opinion(s). The District will not make any change in requirements or procedures or take any action, as to which change or action this Fiscal Agent Agreement or related documents require an opinion of Bond Counsel, unless it obtains an opinion of Bond Counsel to the effect that (a) interest on the Bonds was excluded from gross income for federal income tax purposes from their date of issuance until the date of such change, assuming compliance with the covenants in this Fiscal Agent Agreement as they were in effect prior to the change (except that such opinion need not be given as to any interest for which a similar opinion has previously been given and remains in effect subsequent to such change), and (b) assuming continued compliance by the District with the covenants as changed, interest on the Bonds is excluded from gross income for purposes of federal income taxation.

Covenant 13. Tender of Bonds. The District will not, in collecting the Special Taxes or in processing any such judicial foreclosure proceedings, exercise any authority which it has pursuant to Sections 53340, 53344.1, 53356.1 and 53356.5 of the California Government Code in any manner which would be inconsistent with the interests of the Owners and, in particular, will not permit the tender of Bonds in full or partial payment of Special Taxes except upon receipt of a certificate of an Independent Financial Consultant that to accept such tender

will not result in the District having insufficient Net Taxes to pay the principal of and interest on the Bonds remaining Outstanding following such tender.

Covenant 14. [Reserved.]

Covenant 15. Annual Reports.

(a) Annual Reports to the California Debt and Investment Advisory Commission. Not later than October 30 of each year, commencing October 30, 2013, and until the October 30 following the final maturity of the Bonds, the District shall supply to the California Debt and Investment Advisory Commission the information required to be provided thereto pursuant to Section 53359.5(b) of the Act. Such information shall be made available to any Owner upon written request to the District accompanied by a fee determined by the District to pay the costs of the District in connection therewith. The District shall in no event be liable to any Owner or any other person or entity in connection with any error in any such information.

(b) If at any time the Fiscal Agent fails to pay principal or interest due on any scheduled payment date for the Bonds, or if funds are withdrawn from the Reserve Fund to pay principal or interest on the Bonds, the Fiscal Agent shall notify the District in writing of such failure or withdrawal, and the District shall notify the California Debt and Investment Advisory Commission of such failure or withdrawal within 10 days of the failure to make such payment or the date of such withdrawal.

(c) The reporting requirements of this Covenant 15 shall be amended from time to time, without action by the District or the Fiscal Agent to reflect any amendments to Section 53359.5(b) or Section 53359.5(c) of the Act. The District shall provide the Fiscal Agent with a copy of any such amendment. Notwithstanding the foregoing, any such amendment shall not, in itself, affect the District's obligations under any continuing disclosure documentation relating to the Bonds.

(d) None of the District, its officers, agents, employees or Authorized Representatives, or the Fiscal Agent, shall be liable to any person or party for any inadvertent error in reporting the information contained in this Covenant 15.

**Section 5.03. Continuing Disclosure Covenant.** The District hereby covenants and agrees that it will comply with and carry out all of its obligations under the Continuing Disclosure Certificate. Notwithstanding any other provision of this Fiscal Agent Agreement, failure of the District to comply with its obligations under the Continuing Disclosure Certificate shall not be considered an event of default under this Fiscal Agent Agreement, and the sole remedy, in the event of any failure of the District to comply with the Continuing Disclosure Certificate, shall be an action to compel performance thereof. The Fiscal Agent shall, at the written request of any Participating Underwriter or the Owners of at least 25% aggregate principal amount of Outstanding Bonds and upon receipt of reasonable indemnification acceptable to it, or any Bondowner or Beneficial Owner may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Covenant. For purposes of this

Section, "Beneficial Owners" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the Owner of any Bonds for federal income tax purposes.

## **ARTICLE VI AMENDMENTS TO FISCAL AGENT AGREEMENT**

**Section 6.01. Supplemental Agreement or Amendments.** The District may from time to time, and at any time, without notice to or consent of any of the Owners, adopt Supplements hereto for any of the following purposes:

(a) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein or therein, or to make any other provision with respect to matters or questions arising under this Fiscal Agent Agreement, or in any Supplement, provided that such action shall not materially adversely affect the interests of the Bondowners;

(b) to add to the covenants and agreements of and the limitations and the restrictions upon the District contained in this Fiscal Agent Agreement which are not contrary to or inconsistent with this Fiscal Agent Agreement as theretofore in effect;

(c) to modify, alter, amend or supplement this Fiscal Agent Agreement in any other respect which is not materially adverse to the Bondowners including, but not limited to, providing for the rating or insuring of any of the Bonds; and

(d) to provide for the issuance of Parity Bonds in accordance with the terms of this Fiscal Agent Agreement.

Exclusive of amendments supplemental hereto covered by the first paragraph of this Section 6.01, the Owners of not less than 60% in aggregate principal amount of the Bonds then Outstanding shall have the right to consent to and approve the adoption by the District of such amendments or orders supplemental hereto as shall be deemed necessary or desirable by the District for the purpose of waiving, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Fiscal Agent Agreement; provided, however, that nothing herein shall permit, or be construed as permitting, (a) an extension of the maturity date of the principal of, or the payment date of interest on, any Bonds, (b) a reduction in the principal amount of, or redemption premium on, any Bonds or the rate of interest thereon, (c) a preference or priority of any Bonds over any other Bonds, or (d) a reduction in the aggregate principal amount of the Bonds the Owners of which are required to consent to such Supplement, without, in the case of (a) or (b), the consent of the affected Owner, or, in the case of (c) or (d), the consent of the Owners of all Bonds then Outstanding.

Copies of any modification or amendment to this Fiscal Agent Agreement or any other related document shall be sent to Standard & Poor's at least 10 days prior to the effective date thereof.



**Section 6.02. Supplements Requiring Owner Consent.** If at any time the District shall desire to adopt a Supplement hereto which, pursuant to the terms of this Section 6.02, shall require the consent of the Owners, the District shall so notify the Fiscal Agent and shall deliver to the Fiscal Agent a copy of the proposed Supplement to be mailed, postage prepaid, to all Owners at their addresses as they appear in the Bond Register. Such notice shall briefly set forth the nature of the proposed Supplement and shall state that a copy thereof is on file at the Principal Corporate Trust Office of the Fiscal Agent for inspection by all Owners. The failure of any Owner to receive such notice shall not affect the validity of such Supplement when consented to and approved as provided in this Section 6.02. Whenever at any time within one year after the date of the first mailing of such notice the Fiscal Agent shall receive an instrument or instruments purporting to be executed by the Owners of not less than 60% in aggregate principal amount of the Bonds then Outstanding affected by such Supplement, which instrument or instruments shall refer to the proposed Supplement described in such notice, and shall specifically consent to and approve the adoption thereof by the District substantially in the form of the copy thereof referred to in such notice as on file with the Fiscal Agent, such proposed Supplement, when duly adopted by District, shall thereafter become a part of the proceedings for the issuance of the Bonds as referred to in Section 10.03. In determining whether the Owners of 60% of the aggregate principal amount of the Bonds affected by such Supplement have consented to the adoption of any Supplement, Bonds which the Fiscal Agent knows are owned by the District or by any person directly or indirectly controlling or controlled by or under the direct or indirect common control with the District, shall be disregarded and shall be treated as though they were not Outstanding for the purpose of any such determination.

Upon the adoption of any Supplement hereto and the receipt of consent to any such amendment from the Owners of the appropriate aggregate principal amount of Bonds in instances where such consent is required pursuant to the provisions of this Section 6.02, this Fiscal Agent Agreement shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Fiscal Agent Agreement of the District and all Owners of Bonds then Outstanding affected thereby shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments. Notwithstanding anything herein to the contrary, no Supplement shall be entered into which would modify the duties of the Fiscal Agent hereunder, without the prior written consent of the Fiscal Agent.

## **ARTICLE VII FISCAL AGENT**

### **Section 7.01. Fiscal Agent.**

(a) Initial Appointment of Fiscal Agent. U.S. Bank National Association is the initial Fiscal Agent for the Bonds.

(b) Duties of Fiscal Agent. The Fiscal Agent is hereby authorized to and shall make interest payments to the Owners, select Bonds for redemption pursuant to the terms of this Fiscal

Agent Agreement, give notice of meetings of Owners, maintain the Bond Register and maintain and administer the funds and accounts established pursuant to this Fiscal Agent Agreement, and perform all other acts authorized or directed of the Fiscal Agent by this Fiscal Agent Agreement. The Fiscal Agent is hereby authorized to pay from the Net Taxes, or from amounts in accounts or funds as provided in this Fiscal Agent Agreement, the principal and premium, if any of on the Bonds when the same are duly presented to it for payment at maturity, to provide for the registration of transfer and exchange of Bonds presented to it for such purposes, to provide for the cancellation of Bonds, all as provided in this Fiscal Agent Agreement, and to provide for the authentication of Bonds, and shall perform all other duties assigned to or imposed on it as provided in this Fiscal Agent Agreement. The Fiscal Agent shall keep accurate records of all funds administered by it and all Bonds paid and discharged by it.

(c) Removal or Resignation and Replacement of Fiscal Agent and Appointment of Successor. The Fiscal Agent initially appointed, and any successor thereto, may be removed by the District upon 30 days' prior written notice except during the continuance of an event of default and a successor or successors may be appointed. So long as any Bonds are Outstanding and unpaid, the Fiscal Agent and any successor or successors thereto shall continue to be the Fiscal Agent of the Bonds for all of said purposes.

The Fiscal Agent may at any time resign by giving 60 days' written notice of such resignation by mail to the District and to the Bondowners at the address shown on the Bond Register. Upon receiving notice of such resignation, the District shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent and appointment of a successor Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

A successor Fiscal Agent appointed by the District shall be a bank, corporation or trust company located in or organized under the laws of the State and subject to examination by federal or state authority, having capital stock and surplus aggregating at least \$75,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Fiscal Agent Agreement. Such successor Fiscal Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District a written acceptance thereof. Resignation or removal of the Fiscal Agent shall be effective only upon appointment and acceptance of a successor Fiscal Agent.

If the District does not appoint a successor within 60 days following the giving of any notice of removal or receipt of any notice of resignation, the removed or resigning Fiscal Agent or any Owner on behalf of himself and all other Owners may petition any appropriate court having jurisdiction to appoint a successor Fiscal Agent.

Any company or association into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company or association to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided that such company or association shall be eligible under this Section 7.01(c), shall be the successor to the Fiscal Agent and vested with all of the title to the trust estate and all of the trust, powers,

discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding. All costs associated with the Fiscal Agent's merger or consolidation with another bank, corporation or trust company shall be paid by the successor Fiscal Agent. No expense resulting from such merger or consolidation shall be billed to the District.

**Section 7.02. Liability of Fiscal Agent.** The recitals of fact and all promises, covenants and agreements contained herein and in the Bonds shall be taken as statements, promises, covenants and agreements of the District, and the Fiscal Agent assumes no responsibility for the correctness of the same and makes no representations as to the validity or sufficiency of this Fiscal Agent Agreement or of the Bonds, and shall incur no responsibility in respect thereof, other than in connection with its duties or obligations herein or in the Bonds or in the certificate of authentication of the Fiscal Agent. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

No provision in this Fiscal Agent Agreement shall require the Fiscal Agent to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, including, but not limited to, the payment of principal of, premium, if any, or interest on the Bonds.

The Fiscal Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, facsimile transmission, electronic mail, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Fiscal Agent may consult with counsel authorized by the District with regard to legal questions arising from the terms set forth in this Fiscal Agent Agreement, and the written opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered hereunder in good faith and in accordance therewith.

The District agrees to pay the Fiscal Agent compensation for its services and to reimburse the Fiscal Agent for all its fees and expenses. The District further agrees to indemnify and hold the Fiscal Agent harmless from any loss, liability or expense, including attorneys' fees, not arising from the Fiscal Agent's negligence or willful misconduct, which the Fiscal Agent may incur in the exercise and performance of its duties hereunder. The rights to compensation, reimbursement and indemnity in this paragraph shall survive the satisfaction or defeasance of the Bonds and resignation or removal of the Fiscal Agent hereunder.

The District and the Fiscal Agent may treat the Owner of the Bonds whose name appears on the Bond Register as the absolute Owner of the Bonds for any and all purposes, and the Bonds and the Fiscal Agent shall not be affected by any notice to the contrary. The District and the Fiscal Agent may rely on the address of the Owner as it appears in the Bond Register for any and all purposes. It shall be the duty of the Owner to give written notice to the Fiscal Agent of any change in the Owner's address so that the Bond Register may be revised accordingly.

The Fiscal Agent shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time,

method and place of conducting any proceeding for any remedy available to the Fiscal Agent, or exercising any trust or power conferred upon the Fiscal Agent under this Fiscal Agent Agreement. The permissive right of the Fiscal Agent to do things enumerated in this Fiscal Agent Agreement shall not be construed as a duty.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Fiscal Agent Agreement at the request, order or direction of any of the Owners pursuant to the provisions of this Fiscal Agent Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses, and liabilities which may be incurred therein or thereby.

The Fiscal Agent makes no representation or warranty, express or implied as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose for the use contemplated by the District or the School District of the School Facilities. In no event shall the Fiscal Agent be liable for incidental, indirect, special or consequential damages in connection with or arising from this Fiscal Agent Agreement for the existence, furnishing or use of the School Facilities.

The Fiscal Agent shall have no responsibility with respect to any information, statement or recital whatsoever in any official statement, offering memorandum or other disclosure material prepared or distributed with respect to the Bonds. The Fiscal Agent shall not be deemed to have knowledge of any event of default unless and until the officer at the Fiscal Agent's corporate trust office responsible for the administration of its duties hereunder shall have actual knowledge thereof or the Fiscal Agent shall have received written notice thereof at its corporate trust office. Whenever in the administration of the duties imposed upon it by this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a written certificate of the District, and such written certificate shall be full warrant to the Fiscal Agent for any action taken or suffered in good faith under the provisions of this Fiscal Agent Agreement in reliance upon such written certificate, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

## **ARTICLE VIII EVENTS OF DEFAULT, REMEDIES**

**Section 8.01. Events of Default.** Any one or more of the following events shall constitute an "event of default:"

(a) default in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, at maturity as therein expressed;

(b) default in the due and punctual payment of the interest on any Bond when and as the same shall become due and payable; or

(c) default by the District in the observance of any of the other agreements, conditions or covenants on its part in this Fiscal Agent Agreement or in the Bonds, and the continuation of such default for a period of 30 days after the District shall have been given notice in writing of such default by the Fiscal Agent, provided that if within 30 days the District has commenced curing of the default and diligently pursues elimination thereof, such period shall be extended to permit such default to be eliminated; provided, any noncompliance with the terms of Section 5.03 shall not be an event of default under this Article VIII.

**Section 8.02. Remedies of Owners.** Following the occurrence of an event of default, any Owner shall have the right for the equal benefit and protection of all Owners similarly situated:

(a) by mandamus or other suit or proceeding at law or in equity to enforce his or her rights against the District and any of the members, officers and employees of the District, and to compel the District or any such members, officers or employees to perform and carry out their duties under the Act and their agreements with the Owners as provided in this Fiscal Agent Agreement;

(b) by suit in equity to enjoin any actions or things which are unlawful or violate the rights of the Owners; or

(c) upon the happening of an event of default (as defined in Section 8.01), by a suit in equity to require the District and its members, officers and employees to account as the trustee of an express trust.

Nothing in this Article VIII or in any other provision of this Fiscal Agent Agreement, or in the Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the interest on and principal of the Bonds to the respective Owners of the Bonds at the respective dates of maturity, as herein provided, out of the Net Taxes pledged for such payment, or affect or impair the right of action, which is also absolute and unconditional, of such Owners to institute suit to enforce such payment by virtue of the contract embodied in the Bonds and in this Fiscal Agent Agreement.

A waiver of any default or breach of duty or contract by any Owner shall not affect any subsequent default or breach of duty or contract, or impair any rights or remedies on any such subsequent default or breach. No delay or omission by any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Owners by the Act or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners.

If any suit, action or proceeding to enforce any right or exercise any remedy is abandoned or determined adversely to the Owners, the District and the Owners shall be restored to their

former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law.

**Section 8.03. Application of Net Taxes After Default.** If an Event of Default shall occur and be continuing, all Net Taxes and any other funds thereafter received by the Fiscal Agent under any of the provisions of this Fiscal Agent Agreement shall be applied by the Fiscal Agent as follows and in the following order:

(a) to the payment of any expenses necessary in the opinion of the Fiscal Agent to protect the interests of the Owners of the Bonds and payment of reasonable fees, charges and expenses of the Fiscal Agent (including reasonable fees and disbursements of its counsel) incurred in and about the performance of its powers and duties under this Fiscal Agent Agreement;

(b) to the payment of the principal of and interest then due with respect to the Bonds (upon presentation of the Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of this Fiscal Agent Agreement, as follows:

First: To the payment to the Owners entitled thereto of all installments of interest then due in the order of the maturity of such installments and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the Owners entitled thereto, without any discrimination or preference; and

Second: To the payment to the Owners entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at maturity or by call for redemption, with interest on the overdue principal at the rate borne by the respective Bonds on the date of maturity or redemption, and, if the amount available shall not be sufficient to pay in full all the Bonds, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the Owners entitled thereto, without any discrimination or preference.

Any remaining funds shall be transferred by the Fiscal Agent to the Special Tax Fund.

**Section 8.04. Limitation on Bondowners' Right to Sue.** Except as expressly provided for herein, no Owner of any Bonds shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Fiscal Agent Agreement, the Act or any other applicable law with respect to such Bonds, unless (a) such Owner shall have given to the Fiscal Agent written notice of the occurrence of an Event of

Default, (b) the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have made written request upon the Fiscal Agent to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name, (c) such Owner or said Owners shall have tendered to the Fiscal Agent indemnity against the costs, expenses and liabilities to be incurred in compliance with such request, and (d) the Fiscal Agent shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and such tender of indemnity shall have been made to, the Fiscal Agent.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy hereunder or under law; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Fiscal Agent Agreement or the rights of any other Owners of Bonds, or to enforce any right under the Bonds, this Fiscal Agent Agreement, the Act or other applicable law with respect to the Bonds, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of this Fiscal Agent Agreement.

**ARTICLE IX  
DEFEASANCE**

**Section 9.01. Defeasance.** If the District shall pay or cause to be paid, or there shall otherwise be paid, to the Owner of an Outstanding Bond the interest due thereon, the principal and premium, if any, thereof, at the times and in the manner stipulated in this Fiscal Agent Agreement or any Supplement, then the Owner of such Bond shall cease to be entitled to the pledge of Net Taxes and other amounts pledged under this Fiscal Agent Agreement to the repayment of such Bond, and, other than as set forth below, all covenants, agreements and other obligations of the District to the Owner of such Bond under this Fiscal Agent Agreement and any Supplement shall thereupon cease, terminate and become void and be discharged and satisfied; provided that the covenants set forth in Section 3.11(a), (b) and (c), and Covenants 9 and 10 set forth in Section 5.02 shall survive the defeasance or payment of the Bonds. In the event of a defeasance of all Outstanding Bonds pursuant to this Section, the Fiscal Agent shall execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction, and, after payment of any amounts due the Fiscal Agent hereunder, the Fiscal Agent shall pay over or deliver to the District's general fund all money or securities other than that required for the payment of the interest due on, the principal, and premium, if any, of such Bonds.

Any Outstanding Bond(s) shall be deemed to have been paid within the meaning expressed in the first paragraph of this Section if such Bond is paid in any one or more of the following ways:

(a) by paying or causing to be paid the principal of, premium, if any, and interest due on such Bond, as and when the same become due and payable;

(b) by depositing with the Fiscal Agent, or a designated bank or trust company as escrow holder, in trust, at or before maturity, money which, together with the amounts then on deposit in the Special Tax Fund, the Bond Fund, the Redemption Fund and the Reserve Fund and available for such purpose, is fully sufficient to pay the principal of and interest on such Bond as and when the same shall become due and payable; or

(c) by depositing with the Fiscal Agent, or a designated bank or trust company as escrow holder, in trust, direct, noncallable Federal Securities, in such amount as certified by a nationally recognized certified public accountant which will, together with the interest to accrue thereon and monies then on deposit in the Special Tax Fund, the Bond Fund, the Redemption Fund and the Reserve Fund available for such purpose, together with the interest to accrue thereon, be fully sufficient to pay and discharge the principal of and interest and any premium on such Bond as and when the same shall become due and payable;

then, notwithstanding that any such Bond shall not have been surrendered for payment, all obligations of the District under this Fiscal Agent Agreement, and any Supplement, with respect to such Bond shall cease and terminate, except for the obligation of the Fiscal Agent to pay or cause to be paid to the Owners of any such Bonds not so surrendered and paid, all sums due thereon and except for the covenants of the District contained in Sections 3.11(a), (b) and (c) and Covenants 9 and 10 of Section 5.02 hereof.

In connection with a defeasance under (c) above, there shall be provided to the District and the Fiscal Agent a certificate of a certified public accountant stating its opinion as to the sufficiency of the Federal Securities deposited with the Fiscal Agent, or the designated escrow holder, to pay and discharge the principal of, premium, if any, and interest on the Outstanding Bonds to be defeased in accordance with this section, as and when the same shall become due and payable, and an opinion of Bond Counsel (which may rely upon the opinion of the certified public accountant) to the effect that the Bonds being defeased have been legally defeased in accordance with this Fiscal Agent Agreement. Each such verification and defeasance opinion required herein shall be acceptable in form and substance to the District and addressed to the District and the Fiscal Agent.

To accomplish a defeasance, the District shall also cause to be delivered an escrow deposit agreement or escrow instructions, or similar document.

Upon a defeasance, the Fiscal Agent shall release the rights of the Owners of such Bonds which have been defeased under this Fiscal Agent Agreement and execute and deliver to the District all such instruments as may be desirable to evidence such release, discharge and satisfaction. In the case of a defeasance hereunder of all Outstanding Bonds, the Fiscal Agent shall pay over or deliver to the District any funds held by the Fiscal Agent at the time of a defeasance, which are not required for the purpose of paying and discharging the principal of, and premium, if any, or interest on the Bonds when due. The Fiscal Agent shall, at the written direction and expense of the District, mail, first class, postage prepaid, a notice to the Owners



whose Bonds have been defeased, in the form directed by the District, stating that the defeasance has occurred.

The Bonds shall be deemed “Outstanding” under this Fiscal Agent Agreement unless and until they are in fact paid and retired or the above criteria are met.

**Section 9.02. Conditions for the Issuance of Parity Bonds and Other Additional Indebtedness.** The District may at any time after the issuance and delivery of the Bonds hereunder issue Parity Bonds for the purpose of defeasing and refunding Outstanding Bonds payable from the Net Taxes and other amounts deposits in the Special Tax Fund (other than the Administrative Expense Fund herein) and secured by a lien and charge upon such amounts equal to the lien and charge securing the Outstanding Bonds and any other Parity Bonds theretofore issued hereunder or under any Supplement; provided, however, that Parity Bonds may only be issued for the purpose of refunding all or a portion of the Bonds then Outstanding. Parity Bonds which may be issued to effect a partial refunding of the Bonds may only be issued subject to the following additional specific conditions, which are hereby made conditions precedent to the issuance of any such Parity Bonds:

(a) The District shall be in compliance with all covenants set forth in this Fiscal Agent Agreement and any Supplement then in effect and a certificate of the District to the effect shall have been filed with the Fiscal Agent; provided, however that Parity Bonds may be issued notwithstanding that the District is not in compliance with all such covenants so long as immediately following the issuance of such Parity Bonds the District will be in compliance with all such covenants.

(b) The issuance of such Parity Bonds shall have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Parity Bonds shall have been provided for by a Supplement duly adopted by the District which shall specify the following:

(i) The purpose for which such Parity Bonds are to be issued and the fund or funds into which the proceeds thereof are to be deposited, including a provision requiring the proceeds of such Parity Bonds to be applied solely for the purpose of refunding any Outstanding Bonds or Parity Bonds, including payment of all costs and the funding of all reserves incidental to or connect with such refunding;

(ii) The authorized principal amount of such Parity Bonds;

(iii) The date and the maturity date or dates of such Parity Bonds; provided that (i) each maturity date shall fall on an September 1, (ii) all such Parity Bonds of like maturity shall be identical in all respects, except as to number, and (iii) fixed serial maturities or Sinking Fund Payments, or any combination thereof, shall be established to provide for the retirement of all such Parity Bonds on or before their respective maturity dates;

(iv) The description of the Parity Bonds, the place of payment thereof and the procedure for execution and authentication;

- (v) The denominations and method of numbering of such Parity Bonds;
- (vi) The amount and due date of each mandatory Sinking Fund Payment, if any, for such Parity Bonds;
- (vii) The amount, if any, to be deposited from the proceeds of such Parity Bonds in the Reserve Fund of the Special Tax Fund to increase the amount therein to the Reserve Requirement;
- (viii) The form of such Parity Bonds; and
- (ix) Such other provisions as are necessary or appropriate and not inconsistent with this Fiscal Agent Agreement.

(c) The District shall have received the following documents or money or securities, all of such documents dated or certified, as the case may be, as of the date of delivery of such Parity Bonds by the Fiscal Agent (unless the Fiscal Agent shall accept any of such documents bearing a prior date):

(i) A certified copy of the Supplement authorizing the issuance of such Parity Bonds;

(ii) A written request of the District as to the delivery of such Parity Bonds;

(iii) An opinion of Bond Counsel and/or general counsel to the District to the effect that (a) the District has the right and power under the Act to adopt this Fiscal Agent Agreement and the Supplements relating to such Parity Bonds, and this Fiscal Agent Agreement and all such Supplements have been duly and lawfully adopted by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights); (b) this Fiscal Agent Agreement creates the valid pledge which it purports to create of the Net Taxes and other amounts as provided in this Fiscal Agent Agreement, subject to the application thereof to the purposes and on the conditions permitted by this Fiscal Agent Agreement; and (c) such Parity Bonds are valid and binding limited obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of this Fiscal Agent Agreement and all Supplements thereto and entitled to the benefits of this Fiscal Agent Agreement and all such Supplements, and such Parity Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and this Fiscal Agent Agreement and all such Supplements; and further opinion of Bond Counsel to the effect that, assuming compliance by the District with certain tax covenants, the issuance of the Parity Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds theretofore issued on a tax-exempt basis, or the exemption from State of California personal income taxation of interest on any Outstanding Bonds and Parity Bonds theretofore issued;

(iv) A certificate of the District containing such statements as may be reasonable necessary to show compliance with the requirements of this Fiscal Agent Agreement;

(v) Such further documents, money and securities as are required by the provisions of this Fiscal Agent Agreement and the Supplements providing for the issuance of such Parity Bonds.

## ARTICLE X MISCELLANEOUS

**Section 10.01. Cancellation of Bonds.** All Bonds surrendered to the Fiscal Agent for payment upon maturity or for redemption shall upon payment therefor be destroyed at the request of the District and a certificate of cancellation returned immediately by the Fiscal Agent to the District. Any Bonds purchased by the District as authorized herein shall be delivered to the Fiscal Agent and canceled forthwith as provided herein, and shall not be reissued.

**Section 10.02. Execution of Documents and Proof of Ownership.** Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Fiscal Agent Agreement to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys appointed by an instrument in writing for that purpose, or by any commercial bank, trust company or other depository for such Bond. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, and of the ownership of such Bond shall be sufficient for the purposes of this Fiscal Agent Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his attorney of any such instrument and of any instrument appointing any such attorney may be proved by a signature guarantee of any bank or trust company located within the United States of America. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such signature guarantee shall also constitute sufficient proof of this authority; provided, however, that nothing contained in this Fiscal Agent Agreement shall be construed as limiting the Fiscal Agent to such proof, it being intended that the Fiscal Agent may accept any other evidence of the matters herein stated which the Fiscal Agent may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future Owner of the same Bond in respect to anything done or suffered to be done by the Fiscal Agent in pursuance of such request or consent; and

(b) As to any Bond, the person in whose name the same shall be registered in the Bond Register shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of or on account of the principal of any such Bond, and the interest thereon, shall be made only to or upon the order of the registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond

and the interest thereon to the extent of the sum or sums so paid. The Fiscal Agent shall not be affected by any notice to the contrary.

**Section 10.03. Provisions Constitute Contract.** The provisions of this Fiscal Agent Agreement, including any Supplements thereto, and the Bonds shall constitute a contract between the District and the Owners (“Contract”) and the provisions hereof and thereof shall be enforceable by any Owner for the equal benefit and protection of all Owners similarly situated by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is now or may hereafter be authorized under the laws of the State in any court of competent jurisdiction. The Contract is made under and is to be construed in accordance with the laws of the State.

No remedy conferred hereby upon any Owner is intended to be exclusive of any other remedy, but each such remedy is cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law of the State. No waiver of any default or breach of duty or contract by any Owner shall affect any subsequent default or breach of duty or contract or shall impair any rights or remedies on said subsequent default or breach. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed as a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners may be enforced and exercised as often as may be deemed expedient. In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and the Owner shall prevail, said Owner shall be entitled to receive from the Net Taxes reimbursement for reasonable costs, expenses, outlays and attorneys’ fees and should said suit, action or proceeding be abandoned, or be determined adversely to the Owners then, and in every such case, the District’s positions, rights and remedies shall be construed in a manner as if such suit, action or proceeding had not been brought or taken.

After the issuance and delivery of the Bonds, this Fiscal Agent Agreement shall not be subject to repeal, but shall be subject to modification to the extent and in the manner provided in this Fiscal Agent Agreement, but to no greater extent and in no other manner.

**Section 10.04. Unclaimed Monies.** Anything in this Fiscal Agent Agreement to the contrary notwithstanding, to the extent permitted by law and subject to the applicable escheat laws of the State, any money held by the Fiscal Agent in trust for the payment and discharge of any of the Bonds which remains unclaimed for two years after the date when such Bonds have become due and payable, if such money was held by the Fiscal Agent at such date, or for two years after the date of deposit of such money if deposited with the Fiscal Agent after the date when such monies become due and payable, shall be repaid by the Fiscal Agent to the District, as its absolute property and free from trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners shall look thereafter only to the District for the payment of such Bonds. The Fiscal Agent shall give notice to the District of the amount of any unclaimed monies that are available for transfer to the District. However, before being required to make any such payment to the District, the Fiscal Agent shall, at the expense of the District, cause to be mailed to the registered owners of such Bonds, at their addresses as they appear on the Bond Register, a notice that said money remains unclaimed and that, after a date named in

said notice, which date shall not be less than 30 days after the date of the mailing of such notice, the balance of such money then unclaimed will be returned to the District.

**Section 10.05. Severability.** If any covenant, agreement or provision, or any portion thereof, contained in this Fiscal Agent Agreement, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this Fiscal Agent Agreement and the application of any such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected thereby, and this Fiscal Agent Agreement and the Bonds issued pursuant hereto shall remain valid and the Owners shall retain all valid rights and benefits accorded to them under this Fiscal Agent Agreement and the Constitution and laws of the State.

**Section 10.06. General Authorization.** The President and Clerk of the Legislative Body and the Superintendent of the School District, or the Superintendent's designee, and all other officers of the School District or their deputies are hereby each respectively authorized to do and perform from time to time any and all acts and things consistent with this Fiscal Agent Agreement necessary or appropriate to carry the same in effect and accomplish the issuance, sale and delivery of the Bonds.

**Section 10.07. Notices.** Any notices required to be given to the District with respect to the Bonds or this Fiscal Agent Agreement shall be mailed, first class mail, by facsimile with prompt written confirmation, or personally delivered to the Clerk of the Board at 33122 Valle Road, San Juan Capistrano, California 92675, and all notices to the Fiscal Agent shall be mailed, first class, or personally delivered to the Fiscal Agent at 633 W. Fifth Street. 24<sup>th</sup> Floor, Los Angeles, CA 90071, Attention: Corporate Trust Services. Notices may also be given by personal or courier delivery, registered or certified mail, facsimile transmission or electronic communication, provided that delivery by facsimile transmission or electronic communication must be confirmed by the sender.

**Section 10.08. Limitation of Rights.** Nothing in this Fiscal Agent Agreement or in the Bonds expressed or implied is intended or shall be construed to give to any Person other than the Fiscal Agent, the District and the Bondowners any legal or equitable right, remedy or claim under or in respect to this Fiscal Agent Agreement or any covenant, condition or provision therein or herein contained, and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Fiscal Agent, the District and the Bondowners.

**Section 10.09. Successor is Deemed Included in All References to Predecessor.** Whenever in this Fiscal Agent Agreement either the District or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Fiscal Agent Agreement contained by, or on behalf of, the District or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

**Section 10.10. Payment on Non-Business Days.** In the event any payment is required to be made hereunder on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day with the same effect as if made on such non-Business Day.

**Section 10.11. Counterparts.** This Fiscal Agent Agreement may be executed in counterparts, each of which shall be an original and which together shall constitute one instrument.

**IN WITNESS WHEREOF**, the parties have entered into this Fiscal Agent Agreement as of the date first written above.

COMMUNITY FACILITIES DISTRICT NO. 92-1  
OF THE CAPISTRANO UNIFIED SCHOOL  
DISTRICT

By \_\_\_\_\_  
Title: Authorized Representative

U.S. BANK NATIONAL ASSOCIATION, as  
Fiscal Agent

By \_\_\_\_\_  
Title: Vice-President

**EXHIBIT A  
FORM OF 2013 SPECIAL TAX BOND**

REGISTERED  
No. **EXHIBIT**

REGISTERED  
**\$ EXHIBIT**

UNITED STATES OF AMERICA  
STATE OF CALIFORNIA  
COUNTY OF ORANGE

**COMMUNITY FACILITIES DISTRICT NO. 92-1  
OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT**

**SERIES 2013 SPECIAL TAX REFUNDING BOND**

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP NO.</u>
_____%	September 1, 20--	_____, 2013	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \$ \_\_\_\_\_ **DOLLARS**

COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LAS FLORES) ("District") situated in the County of Orange, State of California, FOR VALUE RECEIVED, hereby promises to pay, solely from the Net Taxes (as hereinafter defined) and amounts in certain funds or accounts held under the Fiscal Agent Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns, on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such Principal Amount, calculated on the basis of a 360-day year comprised of twelve 30-day months, semi-annually on March 1 and September 1 of each year, commencing March 1, 2014, at the Interest Rate set forth above, until the Principal Amount hereof is paid or made available for payment. Interest shall be payable on this Bond from the Interest Payment Date next preceding the date of authentication hereof, unless (i) such date of authentication is an Interest Payment Date, in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after a Record Date (as defined herein) but prior to the immediately succeeding Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) the date of authentication is prior to the close of business on the first Record Date, in which event interest will be payable from the Dated Date; provided, however, that if at the time of authentication of this Bond, interest is in default, interest on this Bond shall be payable from the last date to which the interest has been paid or made available for payment, or if no interest has been paid or made available for payment, interest shall be payable from the Dated Date.



The principal of and premium, if any, on this Bond are payable to the Registered Owner hereof in lawful money of the United States of America upon presentation of this Bond at the Principal Corporate Trust Office of U.S. Bank National Association (“Fiscal Agent”). Interest on this Bond shall be paid by check of the Fiscal Agent mailed on the Interest Payment Date by first class mail by the Fiscal Agent to the Registered Owner hereof as of the 15<sup>th</sup> day of the calendar month preceding the Interest Payment Date whether or not such date is a Business Day (“Record Date”) at such Registered Owner’s address as it appears on the Bond Register maintained by the Fiscal Agent; provided, however, that in the case of a Registered Owner of \$1,000,000 or more in aggregate principal amount of the Bonds, upon the Fiscal Agent’s receipt of written request of such Registered Owner prior to the Record Date accompanied by wire transfer instructions, such interest shall be paid on the Interest Payment Date in immediately available funds by wire transfer to an account in the United States.

This Bond is one of a duly authorized issue of “Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) Series 2013 Special Tax Refunding Bonds” (“Bonds”) issued in the aggregate principal amount of \$ \_\_\_\_\_ pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (Section 53311 *et seq.* of the Government Code of the State of California) (“Act”) for the purpose of refunding the Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) Special Tax Bonds, Series 1998, funding a reserve fund for the Bonds and funding costs of issuing the Bonds. The issuance of the Bonds and the terms and conditions thereof are provided for by Resolution \_\_\_\_\_ adopted by the Board of Trustees of the Capistrano Unified School District (“School District”), acting in its capacity as the Legislative Body of the District on June 26, 2013, and the Fiscal Agent Agreement executed in connection therewith (collectively, “Fiscal Agent Agreement”). The terms of the Fiscal Agent Agreement are by this reference incorporated herein, and by acceptance hereof the owner of this Bond assents to said terms and conditions. The Fiscal Agent Agreement has been adopted under, and this Bond is issued under, the laws of the State of California, and both are to be construed in accordance therewith.

Pursuant to the Act and the Fiscal Agent Agreement, the principal of, premium, if any, and interest on this Bond are payable solely from, and shall be secured by a pledge, charge and lien upon, the annual special taxes authorized to be levied within CFD No. 92-1 (“Special Taxes”), and proceeds of the redemption or sale of property collected pursuant to the foreclosure provisions of the Fiscal Agent Agreement for the delinquency of the Special Taxes, less certain administrative expenses of the District (collectively, “Net Taxes”) and from certain funds and accounts held under the Fiscal Agent Agreement. The Net Taxes have been pledged equally to repay the Bonds without priority or preference of one Bond over another. The District has covenanted for the benefit of the Owners of the Bonds that it will commence and diligently pursue to completion appropriate foreclosure actions, in accordance with all applicable laws, in the event of certain delinquencies in the payment of Special Taxes levied for payment of principal of and interest on the Bonds.

ANY TAX FOR THE PAYMENT HEREOF SHALL BE LIMITED TO THE NET TAXES. THE BONDS DO NOT CONSTITUTE OBLIGATIONS OF THE DISTRICT OR THE SCHOOL DISTRICT FOR WHICH THE DISTRICT OR THE SCHOOL DISTRICT IS OBLIGATED TO LEVY OR PLEDGE, OR HAS LEVIED OR PLEDGED, GENERAL OR SPECIAL TAXES OTHER THAN THE NET TAXES. THE BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE FROM THE NET TAXES BUT ARE NOT A

DEBT OF THE SCHOOL DISTRICT, OR THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR RESTRICTION.

**Mandatory Sinking Fund Redemption**

The Term Bond maturing on September 1, 20\_\_\_, is subject to mandatory redemption in part commencing September 1, 20\_\_\_, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, from Mandatory Sinking Payments as follows:

<b>Sinking Fund Redemption Date (September 1)</b>	<b>Principal Amount</b>
---	-------------------------

20\_\_

In the event of a partial redemption of the Term Bond pursuant to Mandatory Sinking Payments for the Term Bond set forth above shall be reduced, as nearly as practicable, on a pro rata basis, in integral multiples of \$5,000, pursuant to calculations made by the Fiscal Agent and approved in writing by the District.

If less than all of the Outstanding Bonds are to be redeemed, the Bonds to be redeemed shall be from such maturities selected by the District, as provided in writing to the Fiscal Agent. Bonds within a single maturity shall be redeemed by lot in any manner that the Fiscal Agent deems appropriate. The portion of any such Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or a multiple thereof, and, in selecting portions of such Bonds for redemption, the Fiscal Agent shall treat such Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by \$5,000.

Notice of redemption with respect to the Bonds to be redeemed shall be mailed to the Registered Owners thereof not less than 30 nor more than 60 days prior to the redemption date by first class mail, postage prepaid, to the address set forth in the Bond Register maintained by the Fiscal Agent. Neither the failure of the Registered Owner hereof to receive such notice nor any defect in such notice will affect the validity of the proceedings for redemption. All Bonds or portions thereof so called for redemption will cease to accrue interest on the specified redemption date; provided, the funds for the redemption are on deposit with the Fiscal Agent on the redemption date. Thereafter, the Registered Owners of such Bonds shall have no rights hereunder or pursuant to the Fiscal Agent Agreement except to receive payment of the redemption price upon the surrender of the Bonds.

This Bond shall be registered in the name of the Registered Owner hereof, as to both principal and interest, and the District and the Fiscal Agent may treat the Registered Owner hereof as the absolute owner for all purposes and shall not be affected by any notice to the contrary.

The Bonds are issuable only in fully registered form in the denomination of \$5,000 or any integral multiple of \$5,000 and may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations, and of like maturity all as more fully set forth in the Fiscal Agent Agreement. This Bond is transferable by the Registered Owner hereof, in person or by the Registered Owner's attorney duly authorized in writing, at the Principal Corporate Trust Office of the Fiscal Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Fiscal Agent Agreement, upon surrender and cancellation of this Bond. Upon such transfer, a new registered Bond or Bonds of authorized denominations for the same aggregate principal amount of the same issue and maturity will be issued to the transferee in exchange. The Fiscal Agent shall not be required to register transfers or make exchanges of (i) Bonds for a period of 15 days next preceding the date established by the Fiscal Agent for selection of the Bonds to be redeemed, or (ii) any Bonds chosen for redemption.

The Fiscal Agent may charge the Registered Owner a reasonable fee for the costs of any transfer or exchange of this Bond and the Fiscal Agent may require the Registered Owner requesting such transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange.

The Fiscal Agent Agreement provides that the occurrence of certain events constitute Events of Default and prescribes the remedies available to the Owners. An Event of Default and its consequences may be waived or limited as provided in the Fiscal Agent Agreement. Bondowners may enforce their rights under the terms and conditions of the Fiscal Agent Agreement, subject to certain limitations on provided therein. The Fiscal Agent may refuse to enforce the terms and conditions of the Fiscal Agent Agreement or the Bonds unless it receives indemnity satisfactory to it.

The rights and obligations of the District and of the Registered Owners of the Bonds may be amended at any time, and in certain cases without the consent of the Registered Owners to the extent and upon the terms and conditions provided in the Fiscal Agent Agreement.

The Fiscal Agent Agreement contains provisions permitting the District to make provision for the payment of the interest on, and the principal and premium, if any, of any of the Bonds so that such Bonds shall no longer be deemed to be Outstanding under the terms of the Fiscal Agent Agreement.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner, and this Bond together with all other indebtedness of the District, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

IN WITNESS WHEREOF, Community Facilities District No. 92-1 has caused this Bond to be dated as of the \_\_\_ day of \_\_\_\_\_, 2013, to be signed by the President of the Board of Trustees of the School District by manual signature and attested by the Clerk of the Board of Trustees of the School District by manual signature.

ATTEST

COMMUNITY FACILITIES DISTRICT NO.  
92-1 OF THE CAPISTRANO UNIFIED  
SCHOOL DISTRICT

***-EXHIBIT-***

***-EXHIBIT-***

---

Clerk of the Board of Trustees of the  
Capistrano Unified School District for  
Community Facilities District No. 92-1 of  
said School District

---

President of the Board of Trustees of the  
Capistrano Unified School District for  
Community Facilities District No. 92-1 of  
said School District

SEAL: ***-EXHIBIT-***

**CERTIFICATE OF AUTHENTICATION AND REGISTRATION**

This is one of the Bonds referred to in the within-mentioned Fiscal Agent Agreement.

Date of Registration and Authentication: \_\_\_\_\_, 2013

U.S. Bank National Association, Fiscal Agent, as authenticating agent

***-EXHIBIT-***

By \_\_\_\_\_  
Authorized Signatory

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers  
unto \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(print/type name, address, zip code, tax identification or Social Security number of assignee)

the within Bond and do(es) irrevocably constitute and appoint \_\_\_\_\_  
attorney, to transfer the same on the registration books of the Fiscal Agent, with full power of  
substitution in the premises.

\_\_\_\_\_ Date: \_\_\_\_\_  
Registered Owner

Notice: The assignor's signature to this assignment must correspond with the name as it appears  
upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_  
Notice: Signature must be guaranteed by an eligible guarantor institution.

Unless this Bond is presented by an authorized representative of The Depository Trust Company  
to the issuer or its agent for registration of transfer, exchange or payment, and any Bond issued is  
registered in the name of Cede & Co. or such other name as requested by an authorized  
representative of The Depository Trust Company and any payment is made to Cede & Co., ANY  
TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR  
TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an  
interest herein.

[FORM OF BOND COUNSEL OPINION]

*[Opinion of Bowie, Arneson, Wiles & Giannone]*

**EXHIBIT B**

**CFD NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT**

**SERIES 2013 SPECIAL TAX REFUNDING BONDS**

**PAYMENT REQUEST FORM - ADMINISTRATIVE EXPENSE FUND**

[Attach duplicate original of Payee's statement(s) or invoice(s)]

(                      )		PROGRESS PAYMENT
(                      )		FULL/FINAL PAYMENT

The Fiscal Agent is hereby requested to pay from the Administrative Expense Fund established by Resolution No. \_\_\_\_\_ of the Legislative Body of the District, adopted on June 26, 2013, and the Fiscal Agent Agreement dated as of July 1, 2013, executed in accordance therewith, to the person, corporation, or other entity designated below as Payee, the sum set forth below such designation, in payment or reimbursement of the Administrative Expenses described below. The amount shown below is due and payable under a purchase order, contract or other authorization with respect to the Administrative Expenses described below and has not formed the basis of any prior request for payment.

Payee: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Amount:     \$ \_\_\_\_\_

Description of Administrative Expense or portion thereof accepted by Community Facilities District No. 92-1 and authorized to be paid to the Payee:

Administrative Expense: \_\_\_\_\_

Executed by District's Authorized Representative  
for Community Facilities District No. 92-1:

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Payment Request No.: \_\_\_\_\_



[Attach to all requisitions copies of applicable bills or invoices]

**EXHIBIT C**

**CFD NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT**

**SERIES 2013 SPECIAL TAX REFUNDING BONDS**

**PAYMENT REQUEST FORM – COSTS OF ISSUANCE FUND**

[Attach duplicate original of Payee’s statement(s) or invoice(s)]

(                    )		PROGRESS PAYMENT
(                    )		FULL/FINAL PAYMENT

The Fiscal Agent is hereby requested to pay from the Costs of Issuance Fund, as established by Resolution No. \_\_\_\_\_ of the Legislative Body of the District, adopted on June 26, 2013, and the Fiscal Agent Agreement dated as of July 1, 2013, executed in accordance therewith, to the person, corporation, or other entity designated below as Payee, the sum set forth below such designation, in payment or reimbursement of the Costs of Issuance described below. The amount shown below is due and payable under a purchase order, contract or other authorization with respect to the Costs of Issuance described below and has not formed the basis of any prior request for payment.

Payee: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Amount:     \$ \_\_\_\_\_

Description of Cost of Issuance or portion thereof accepted by Community Facilities District No. 92-1 and authorized to be paid to the Payee:

Cost of Issuance: \_\_\_\_\_

Executed by District’s Authorized Representative  
for Community Facilities District No. 92-1:

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Payment Request No.: \_\_\_\_\_

[Attach to all requisitions copies of applicable bills or invoices]

**EXHIBIT D**

**CFD NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT**

**SERIES 2013 SPECIAL TAX REFUNDING BONDS**

**PAYMENT REQUEST FORM - SURPLUS SCHOOL FACILITIES FUND**

[Attach copy of Payee's statement(s) or invoice(s)]

( ) PROGRESS PAYMENT  
( ) FULL/FINAL PAYMENT

The Fiscal Agent is hereby requested to pay from the Surplus School Facilities Fund established by Resolution No. \_\_\_\_\_ of the Legislative Body of the District, adopted on June 26, 2013, and the Fiscal Agent Agreement dated as of July 1, 2013, executed in accordance therewith, to the person, corporation, or other entity designated below as Payee, the sum set forth below such designation, in payment of the Project Costs for School Facilities described below. The amount shown below is due and payable under a purchase order, contract or other authorization with respect to the Project Costs for School Facilities described below and has not formed the basis of any prior request for payment.

Payee: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Amount: \$ \_\_\_\_\_

Description of Project Costs for School Facilities or portion thereof accepted by Community Facilities District No. 92-1 and authorized to be paid to the Payee:

Project Costs: \_\_\_\_\_

Executed by Authorized Representative for  
Community Facilities District No. 92-1:

***-EXHIBIT-***

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Payment Request No.: \_\_\_\_\_

[Attach to all requisitions copies of applicable bills or invoices]

---

**FISCAL AGENT AGREEMENT**

**By and Between**

**COMMUNITY FACILITIES DISTRICT NO. 92-1  
OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**U.S. BANK NATIONAL ASSOCIATION,  
as Fiscal Agent**

**\$ \_\_\_\_\_  
Series 2013 Special Tax Refunding Bonds**

**July 1, 2013**

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# FISCAL AGENT AGREEMENT

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**COMMUNITY FACILITIES DISTRICT NO. 92-1  
OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT  
SERIES 2013 SPECIAL TAX REFUNDING BONDS**

**BOND PURCHASE AGREEMENT**

[sale date]

Board of Trustees  
Capistrano Unified School District  
as legislative body of Community Facilities District No. 92-1  
Community Facilities District No. 92-1  
33122 Valle Road  
San Juan Capistrano, CA 92675

Dear Members of the Board of Trustees:

The undersigned, \_\_\_\_\_, as underwriter (the "Underwriter"), offers to enter into this Bond Purchase Agreement with Community Facilities District No. 92-1 of the Capistrano Unified School District (the "District"), which, upon acceptance, will be binding upon the District and upon the Underwriter. This offer is made subject to the District's acceptance hereof on the date hereof, and if not so accepted will be subject to withdrawal by the Underwriter upon notice delivered to the District at any time prior to the acceptance hereof by the District.

1. **Purchase and Sale of the Bonds.** Subject to the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District, and the District hereby agrees to sell to the Underwriter, all (but not less than all) of the Community Facilities District No. 92-1 of the Capistrano Unified School District, Series 2013 Special Tax Refunding Bonds (the "Bonds"), dated \_\_\_\_\_, 2013, in the aggregate principal amount of \$ \_\_\_\_\_ bearing interest payable commencing March 1, 2014, and semiannually thereafter on each September 1 and March 1 in each year at the rate or rates of interest and maturing on the dates and in the amounts as set forth in **Exhibit A** attached hereto and incorporated herein by this reference. The purchase price for the Bonds shall be equal to \$ \_\_\_\_\_, representing the principal amount of the Bonds (\$ \_\_\_\_\_), [plus an original issue premium/minus an original issue discount] of \$ \_\_\_\_\_, less an underwriting discount of \$ \_\_\_\_\_ [which includes the cost of the premium for municipal bond insurance of \$ \_\_\_\_\_], credit being given for the amount of the good faith deposit specified in Section 2 (Good Faith Deposit) hereof.

2. **Good Faith Deposit.** The amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_,000) has been, or within two (2) business days hereof will be, wired to the District's account as security for the performance by the Underwriter of its obligation to accept and pay for the Bonds at the Closing, as provided in Section 3 (Closing) hereof. In the event that the Underwriter complies

**Attachment 2**

with such obligation, the good faith deposit in the amount thereof shall be credited toward the payment of the purchase price of the Bonds by the Underwriter at the Closing, as provided in Section 3 (Closing) hereof. In the event the District does not accept this offer, said good faith deposit shall be promptly returned to the Underwriter. In the event of the District's failure to deliver the Bonds at the Closing, or if the District shall be unable to satisfy the conditions of the obligation of the Underwriter to purchase and accept delivery of such Bonds as set forth in this Bond Purchase Agreement, or if the obligation of the Underwriter with respect to the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the District shall be under further obligation hereunder, except that the amount of the good faith deposit referred to in this Section shall immediately be paid to the Underwriter and the respective obligations of the District and the Underwriter for the payment of expenses, as provided in Section 12 (Expenses), shall continue in full force and effect. If the Underwriter fails (other than for a reason permitted hereunder) to accept and pay for the Bonds at the Closing as herein provided, the amount of the good faith deposit shall be retained by the District as and for full liquidated damages for such failure and for any defaults hereunder on the Underwriter's part and shall constitute a full release and discharge of all claims and damages for such failure and for such defaults. The Underwriter understands that in such event the District's actual damages may be greater or may be less than the amount of the good faith deposit. Accordingly, the Underwriter hereby waives any right to claim that the District's actual damages are less than such sum, and the District's acceptance of this offer shall constitute a waiver of any right the District may have to additional damages from the Underwriter. Any interest or other income from the investment of the good faith deposit by the District shall belong to the District.

3. **Closing.** Except as the District and the Underwriter may otherwise agree, the District will deliver to the Underwriter, through The Depository Trust Company ("DTC"), the Bonds in definitive form (bearing CUSIP numbers) duly executed by the District and authenticated by U.S. Bank National Association (the "Fiscal Agent"), and, at the offices of Bowie, Arneson, Wiles & Giannone, in Newport Beach, California, or at such other location as may be designated by the Underwriter and agreed to by the District, the other documents herein mentioned at 8:00 a.m. local time, on \_\_\_\_\_, 2013 (the "Closing Date"). The Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in this Section by a federal funds wire or check in immediately available funds to the order of the District (such delivery and payment being herein referred to as the "Closing"). The Bonds shall be made available to the Underwriter for checking at the offices of DTC, 55 Water Street, New York, New York, not later than 24 hours prior to the Closing Date. The Bonds shall be in fully registered form and shall be registered in accordance with instructions to be supplied to the Paying Agent by the Underwriter.

4. **Terms of the Bonds.** The issuance of the Bonds is authorized pursuant to the Mello-Roos Community Facilities Act of 1982, constituting sections 53311 *et seq.* of the California Government Code, as amended (the "Law"), and the approving votes of more than two-thirds of the votes cast by the qualified electors of Community Facilities District No. 92-1 of the Capistrano Unified School District ("CFD No. 92-1") at an election held on June 24, 2002 (the "Election"). The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in the Fiscal Agent Agreement dated as of July 1, 2013, by and between CFD No. 92-1 and the

Fiscal Agent (the “Agreement”) and Resolution No. 2012-2013- \_\_\_ adopted by the Board of Trustees (the “Board”) of the District, acting as the legislative body of CFD No. 92-1, on June 26, 2013, (the “Bond Resolution”). Interest on and principal of the Bonds will be payable from the net proceeds of the special taxes (the “Special Taxes”) to be levied in CFD No. 92-1 that were approved by more than two-thirds of the votes cast by the qualified electors of CFD No. 92-1, at the Election. Proceeds of the sale of the Bonds will be used in accordance with the Agreement, the Bond Resolution and the Law.

5. **Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of all of the Bonds at prices not in excess of the initial public offering prices set forth in **Exhibit A** hereto. The Underwriter reserves the right to change, subsequent to the initial public offering, such initial offering prices or yields. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) at prices lower (or yields higher) than such initial public offering prices or yields. The Underwriter also reserves the right (i) to over-allot or effect transactions that stabilize or maintain the market prices of the Bonds at levels above those that might otherwise prevail in the open market and (ii) to discontinue such stabilizing, if commenced, at any time without prior notice.

6. **Official Statement.**

a. **Final Official Statement.** The District shall deliver or cause to be delivered to the Underwriter, promptly after the District’s acceptance of this Bond Purchase Agreement, copies of its Official Statement relating to the Bonds, dated the date hereof, substantially in the form of the preliminary Official Statement dated \_\_\_\_\_, 2013 (the “Preliminary Official Statement”), with only such changes therein as have been accepted by the Underwriter (the Preliminary Official Statement with such changes, and including the cover page and all appendices thereto, being referred to as the “Official Statement”), signed on behalf of the District by its Superintendent or Deputy Superintendent, Business Support Services.

b. **Preliminary Official Statement.** The District hereby ratifies, confirms, and approves the use and distribution of the Preliminary Official Statement by the Underwriter, and hereby authorizes the Underwriter to use and distribute the Official Statement and the Bond Resolution in connection with the offer and sale of the Bonds.

The District confirms that the Preliminary Official Statement was deemed final for purposes of Rule 15c2-12 adopted under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), as of its date, except for final information as to the offering prices, interest rates, selling compensation, amount of proceeds, delivery dates, other terms depending on such factors, and other information permitted to be omitted under Rule 15c2-12.

c. **Delivery of Official Statement.** In addition, the District agrees to deliver to the Underwriter as many copies (not to exceed 150 copies) of the Official Statement (and any supplements or amendments thereto as have been approved by the Underwriter) as the Underwriter shall reasonably request to enable the Underwriter to meet its obligations under Rule 15c2-12 and under Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board. The District agrees to deliver such Official Statements within seven business

days after the execution hereof (or earlier if necessary to accompany confirmations sent by the Underwriter to the initial purchasers of the Bonds).

d. End of the Underwriting Period. The Underwriter shall give notice to the District on the date after which no participating underwriter, as such term is defined in Rule 15c2-12, remains obligated to deliver final Official Statements pursuant to paragraph (b)(4) of Rule 15c2-12.

e. Amendments or Supplements to Official Statement. If at any time prior to the receipt of notice from the Underwriter pursuant to Section 6(d) hereof that final Official Statements are no longer required to be delivered under Rule 15c2-12, any event occurs as a result of which it may be necessary to supplement the Official Statement in order to make the statements therein, in light of the circumstances existing at such time, not misleading, the District shall forthwith notify the Underwriter in writing of any such event of which it has knowledge and, if in the opinion of the Underwriter such event requires an amendment or supplement to the Official Statement, the District will at its expense amend or supplement the Official Statement in a form and manner approved by the Underwriter. Any information supplied by the District for inclusion in any amendments or supplements to the Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

7. Continuing Disclosure. The District will undertake, pursuant to the Bond Resolution, the Agreement and a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain significant events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

8. Representations, Warranties, and Agreements of the District. The District hereby represents, warrants, and agrees that:

a. Valid Existence. The District is a school district duly organized and validly existing as a political subdivision of the State of California under the Constitution and laws of the State of California. CFD No. 92-1 is a community facilities district duly formed and validly existing under and pursuant to the Law.

b. Authority. CFD No. 92-1 has full power and authority to issue the Bonds, to enter into this Bond Purchase Agreement, and to carry out, give effect to, and consummate the transactions contemplated by the Agreement, the Bond Resolution and the Official Statement.

c. Official Action. By official action of the Board prior to or concurrently with the acceptance hereof, the District and CFD No. 92-1 have duly authorized the distribution of the Preliminary Official Statement, approved and authorized the distribution of the Official Statement, approved and authorized the execution and delivery of the Bonds and this Bond Purchase Agreement, approved and authorized the performance by CFD No. 92-1 of the obligations on its part contained in the Agreement, the Bond Resolution, the Bonds, this Bond

Purchase Agreement, and approved and authorized the consummation of all other transactions contemplated by this Bond Purchase Agreement and the Official Statement.

d. Validity of Documents. Assuming due authorization, execution, and delivery by the other parties thereto, this Bond Purchase Agreement is in full force and effect as of the date hereof and the Agreement, Escrow Agreement, Continuing Disclosure Certificate and the Bonds, upon execution thereof, will each constitute valid and binding agreements or obligations of CFD No. 92-1, enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles.

e. Compliance with Agreements. The District and CFD No. 92-1 have complied, or at Closing will have complied, in all material respects, with the provisions of the Agreement and this Bond Purchase Agreement.

f. No Violation of Law or Breach of Contract. The adoption of the Bond Resolution, the execution and delivery of the Agreement, the Bonds and this Bond Purchase Agreement, and compliance with the provisions thereof and hereof will not, to the current actual knowledge (after reasonable investigation) of the officer of the District executing this Bond Purchase Agreement, (i) violate any applicable provision of statutory law or regulation, (ii) breach or otherwise violate any existing obligation of CFD No. 92-1 or the District under any court order or administrative decree to which CFD No. 92-1 or the District is subject, or (iii) breach, or result in a default under, any loan agreement, note, resolution, indenture, contract, agreement, or other instrument to which CFD No. 92-1 or the District is a party or is otherwise subject or bound.

g. Governmental Approvals. Except as described in the Official Statement, all approvals, consents, authorizations, permits, and orders of or filings or registrations with any governmental authority, board, agency, or commission having jurisdiction that would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by CFD No. 92-1 or the District of its obligations under the Bond Resolution, the Agreement or this Bond Purchase Agreement have been obtained and are in full force and effect.

h. Conformity with Description. The Bonds when issued will conform to the descriptions thereof contained in the Official Statement.

i. Accuracy of Official Statement. The Preliminary Official Statement did not as of its date and the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (provided that no representation is made with respect to information about The Depository Trust Company or the owners of land).

j. Accuracy of Supplemented Official Statement. If the Official Statement is supplemented or amended pursuant to Section 6(e) (Amendments or Supplements to Official Statement), at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such Section) at all times subsequent thereto up to and

including the end of the underwriting period as described in Section 6(d) (End of the Underwriting Period), the Official Statement as so supplemented or amended (except for any information about [the Insurer or] DTC) will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

k. No Litigation. Except as disclosed in the Official Statement, to the current actual knowledge (after reasonable investigation) of the officer of the District executing this Bond Purchase Agreement, no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body is pending or has been overtly threatened in writing that in any way seeks to affect the existence of the District or CFD No. 92-1, or the titles of the District's officers to their respective offices or seeks to restrain or to enjoin the execution, sale, or delivery of the Bonds, the application of the proceeds thereof in accordance with the Bond Resolution and the Agreement, or in any way contests or seeks to affect the validity or enforceability of the Bond Resolution, the Agreement, the Bonds, or this Bond Purchase Agreement or any action of the District or CFD No. 92-1 contemplated by any of said documents, or that in any way contests the completeness or accuracy of the Official Statement or the powers of the District or CFD No. 92-1 or authority with respect to the Bonds or the Bond Resolution or Agreement, or any action of the District or CFD No. 92-1 contemplated by any of said documents, or that would adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or the exemption of such interest from California personal income taxation.

l. "Blue Sky" Qualification; Investment Eligibility. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request (i) to qualify the Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate, and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions; provided that in connection therewith the District or CFD No. 92-1 shall not be required to file or execute a general or special consent to service of process or qualify to do business in any jurisdiction or to pay any filing or similar fees.

m. Continuing Disclosure Compliance. Except as otherwise specified in the Official Statement, at no time within the past five (5) years has the District failed to comply, in all material respects, with any previous continuing disclosure undertaking entered pursuant to Rule 15c2-12(b)(5) or otherwise.

n. No Debt Issues. Between the date hereof and the Closing Date, without the prior written consent of the Underwriter, CFD No. 92-1 will not have issued any bonds, notes, or other obligations for borrowed money or entered into any other obligations, except for such as may be described in or contemplated by the Official Statement.

o. Officials' Certificates. Any certificate signed by an official of the District authorized to do so shall be deemed a representation and warranty by the District and CFD No. 92-1 to the Underwriter as to the statements made therein.

p. No Arbitrage. The District and CFD No. 92-1 shall not take any action or fail to take any action, or permit any action or omission with regard to which the District or CFD No. 92-1 may exercise control, with respect to the proceeds of the Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Bonds would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, including the Treasury Regulations with respect thereto.

9. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the District and CFD No. 92-1 contained herein, upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing, and upon the performance by the District or CFD No. 92-1 of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the obligations of the Underwriter under this Bond Purchase Agreement to accept delivery of and to pay for the Bonds on the Closing Date shall be conditioned upon the accuracy in all material respects of the representations and warranties on the part of the District and CFD No. 92-1 contained herein as of the date hereof and as of the Closing Date, upon the accuracy in all material respects of the statements of the officers and other officials of the District made in any certificates or other documents furnished pursuant to the provisions hereof, and upon the performance by the District and CFD No. 92-1 of its obligations to be performed hereunder at or prior to the Closing Date, and also shall be subject to the following additional conditions:

a. Representations and Warranties. The representations and warranties of the District and CFD No. 92-1 contained herein shall be true, complete, and correct in all material respects on the date hereof and on and as of the Closing Date, as if made on the Closing Date.

b. Bond Resolution, Agreement, Bond Purchase Agreement, and Official Statement. At the Closing Date, the Bond Resolution, the Agreement and the Bond Purchase Agreement shall be in full force and effect, and, together with the Official Statement, shall be in the form previously submitted to the Underwriter, and shall not have been amended, modified, or supplemented, except as may have been agreed to in writing by the Underwriter, and the District or CFD No. 92-1 shall perform or have performed all of their respective obligations required under or specified in this Bond Purchase Agreement, the Official Statement, the Bond Resolution and the Agreement to be performed at or prior to the Closing.

c. Other Documents and Opinions. At or prior to the Closing Date, the Underwriter shall have received copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) Official Statement. The Official Statement and each supplement or amendment thereto, if any, executed on behalf of the District and CFD No. 92-1 by the Superintendent, Deputy Superintendent, Business and Support Services or other authorized officer of the District;



(2) Resolutions. The Bond Resolution and the resolutions (i) establishing CFD No. 92-1, and (ii) confirming the results of the Election (the “Resolutions”), together with certificates of the Secretary of the Board dated as of the Closing Date, to the effect that each such resolution is a true, correct, and complete copy of the one duly adopted by the Board and that it has not been amended, modified, or rescinded (except as may have been agreed to by the Underwriter) and is in full force and effect as of the Closing Date;

(3) Final Approving Opinion of Bond Counsel and Reliance Letter. The approving opinion of Bowie, Arneson, Wiles & Giannone, Bond Counsel, dated the Closing Date and addressed to CFD No. 92-1, substantially in the form set forth in the Official Statement, together with a letter dated the Closing Date and addressed to the Underwriter to the effect that such opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it;

(4) Supplemental Opinion of Bond Counsel. A supplemental opinion of Bowie, Arneson, Wiles & Giannone, Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that:

(a) Validity of Bond Purchase Agreement. This Bond Purchase Agreement has been duly authorized, executed, and delivered by the District and on behalf of CFD No. 92-1, and, assuming due authorization, execution, and delivery by and enforceability against the Underwriter, constitutes a valid and binding agreement of the District and CFD No. 92-1, enforceable in accordance with its terms, except as such enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors’ rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases, and to the limitations on legal remedies against school districts in the State of California;

(b) Exemptions from Registration/Qualification. The Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(c) Accuracy of Summaries. The statements contained in the Official Statement under the captions “THE REFUNDING BONDS” (excluding the subcaption “DTC Book-Entry Only System”), “SECURITY AND SOURCES OF PAYMENT” (excluding the subcaptions “Property Taxation System” and “Alternative Method of Tax Apportionment” ), (and “LEGAL MATTERS - Tax Exemption,” and in APPENDIX C- SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT and APPENDIX F -- PROPOSED FORM OF OPINION OF BOND COUNSEL,” (excluding any material that may be treated as included under such captions by cross-reference insofar, and further excluding any financial, statistical and economic data, forecasts, numbers, charts, graphs, estimates, projections, assumptions as to which no opinion or view need be expressed) as such statements purport to summarize certain provisions of the Law, the Agreement, the Bonds, and Bond Counsel’s opinion concerning certain federal and state tax matters relating to the Bonds, are accurate in all material respects;

(5) Disclosure Counsel Opinion. A letter of \_\_\_\_\_, as disclosure counsel to the District (“Disclosure Counsel”), addressed to the Underwriter and the District, to the effect that nothing has come to such counsel's attention that would lead them to believe that the Official Statement, including the cover page as of its date and as of the Closing Date (but excluding therefrom the appendices thereto, financial statements and statistical data, and information regarding the DTC and its book entry system, as to which no opinion need be expressed) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(6) District Counsel Opinion. An opinion of the District Counsel dated the Closing Date and addressed to the Underwriter, to the effect that:

a. the District is a school district duly organized and validly existing under and by virtue of the Constitution and laws of the State of California;

b. each of the Resolutions was duly adopted at a meeting of the Board that was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout;

c. the District and CFD No. 92-1, as applicable, have full right and lawful authority to adopt or enter into and perform its obligations under the Bond Resolution, the Agreement, the Bonds, and this Bond Purchase Agreement;

d. the Bond Resolution has been duly adopted, and the Agreement and this Bond Purchase Agreement have been duly authorized, executed, and delivered by the CFD No. 92-1 and the District, and assuming due authorization, execution, and delivery by and enforceability of this Bond Purchase Agreement against the Underwriter, constitute valid and binding obligations of CFD No. 92-1 or the District as applicable enforceable in accordance with their respective terms, subject to any limitations on enforcement due to any law affecting the enforceability of creditors' rights generally, by the application of equitable principles, by the possible unavailability of specific performance or injunctive relief, and by the limitations on legal remedies imposed on actions by or against school districts in the State of California;

e. to such counsel's current actual knowledge and after reasonable investigation (which did not include a search of federal, state, or other court or forum records), other than as disclosed in the Official Statement, there are no actions or proceedings against the District or CFD No. 92-1 pending (service of process having been accomplished) or overtly threatened in writing, before any court, governmental agency, or arbitrator that (i) seek to restrain or enjoin the execution and delivery of the Bonds, or (ii) seek to affect the validity of the Bond Resolution, the Agreement, the Bonds, or the Bond Purchase Agreement;

f. the adoption of the Bond Resolution, the execution and delivery of the Agreement, the Bonds and the Bond Purchase Agreement by CFD No. 92-1, and

compliance by CFD No. 92-1 or District as applicable with the provisions thereof, under the circumstances contemplated thereby, do not to such counsel's current actual knowledge after reasonable investigation constitute a material breach of the terms, conditions, or provisions of or constitute a default under any other material contract, undertaking, indenture, or other agreement by which the District or CFD No. 92-1 is bound;

(7) District Certificate. A certificate, dated the Closing Date and signed by the Superintendent, Deputy Superintendent, Business and Support Services or such other officer of the District as the Underwriter may approve, to the effect that:

a. the representations and warranties of the District and CFD No. 92-1 contained in this Bond Purchase Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

b. to the best knowledge of said officer, no event has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that it is necessary to disclose in the Official Statement so that the Official Statement is not untrue or misleading in any material respect; and

c. the District or CFD No. 92-1 has satisfied all the conditions on its part to be performed or satisfied under the Agreement and this Bond Purchase Agreement at and prior to the Closing Date;

(8) Fiscal Agent Certificate. A certificate dated the Closing Date of an authorized officer of the Fiscal Agent to the effect that:

a. the Fiscal Agent has duly accepted the duties of paying agent under the Agreement;

b. the Bonds were duly authenticated in the name and on behalf of the Fiscal Agent by authorized signatories of the Fiscal Agent; and

c. there are no actions or proceedings against the Fiscal Agent pending (service of process having been accomplished) or, to the best of the Fiscal Agent's knowledge, overtly threatened in writing, before any court, governmental agency, or arbitrator that (i) seek to restrain or enjoin the authentication or delivery of the Bonds, or (ii) seek to affect the validity of the Bonds;

(9) Escrow Agreement. An escrow agreement between CFD No. 92-1 and an escrow agent providing for the establishment of an escrow arrangement for the payment and redemption of the bonds to be refunded;

(10) Verification Report. A report of \_\_\_\_\_ verifying the accuracy of the computations establishing the sufficiency of the escrow to defease the bonds to be refunded;

(11) Tax Certificate. A tax certificate of the District in form and substance acceptable to Bond Counsel;

(12) Form 8038-G. Internal Revenue Service Form 8038-G;

(13) Rating Letters. Written evidence that \_\_\_\_\_ has assigned a rating of “\_\_\_\_” to the Bonds and that as of the Closing Date such rating has not been suspended, revoked, or downgraded;

(14) Financial Advisor Certificate. A certificate of Financial Advisor, dated as of the Closing Date, in form and substance satisfactory to Bond Counsel and the Underwriter, including certifications as to the net present value savings requirement under the Law, and to the effect that nothing has come to their attention that would lead them to believe that the Official Statement, including the cover page as of its date and as of the Closing Date contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(15) Underwriter’s Reoffering Price Certificate, Other Tax Matters. A certificate of the Underwriter, dated as of the Closing Date, in form and substance satisfactory to Bond Counsel, concerning the reoffering prices of the Bonds and such other matters as Bond Counsel may request;

(16) Certificate Verifying Continuing Disclosure Compliance. A Certificate of dated the closing date and in form and substance acceptable to Disclosure Counsel to the effect that the District is in compliance with all of its prior continuing disclosure undertakings entered into pursuant to Rule 15c2-12; and

(17) Other Opinions and Certificates. Such additional legal opinions, certificates and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the Closing Date, of the representations and warranties contained in this Bond Purchase Agreement and of the statements and information contained in the Official Statement, and to evidence the due performance or satisfaction by the District or CFD No. 92-1 at or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the District or CFD No. 92-1 in connection with the transactions contemplated hereby and by the Official Statement.

All the opinions, letters, certificates, instruments, and other documents mentioned in this section or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the terms hereof if, but only if, they are in form and substance satisfactory to the Underwriter.

If any of the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement shall not have been satisfied when and as required herein, or if the obligations of the Underwriter to purchase, to accept delivery of, and to pay for the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement may be terminated by the Underwriter at, or at any time prior to, the Closing Date by written notice to the District. In such event, all obligations of the Underwriter and the District

hereunder shall be terminated, except that the respective obligations of the District and the Underwriter set forth in Section 12 (Expenses) shall continue in full force and effect.

10. **Conditions to the Obligations of the District.** The obligation of CFD No. 92-1 to issue and deliver the Bonds on the Closing Date shall be subject, at the option of the District, to the Underwriter's performance of its obligations hereunder at or prior to the Closing Date and to the following additional conditions (any of which conditions may be waived by the District):

a. No order, decree, injunction, ruling, or regulation of any court, regulatory agency, public board, or body shall have been issued, nor shall any legislation have been enacted, with the purpose or effect, directly or indirectly, of prohibiting the offering, sale, or delivery of the Bonds as contemplated hereby or by the Official Statement; and

b. The opinions contemplated by Sections 9(c)(3) and (5) shall have been delivered substantially in the forms set forth herein.

11. **Termination.** The Underwriter shall have the right to terminate its obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds by notifying the District of its election to do so if, after the execution hereof and prior to the Closing, the market price or marketability of the Bonds at the initial offering prices set forth in **Exhibit A** hereto shall have been materially adversely affected, in the judgment of the Underwriter, because of:

a. legislation introduced in or enacted by the House of Representatives or the Senate of the Congress of the United States, or recommended to the Congress of the United States for passage by the President of the United States, or favorably reported for passage to either the House of Representatives or the Senate by any committee of either such body to which such legislation has been referred for consideration, a decision by a court established under Article III of the Constitution of the United States, or by the Tax Court of the United States, or a ruling, regulation, or order of the Treasury Department of the United States or the Internal Revenue Service made or proposed having the purpose or effect of imposing federal income taxation, or any other event that has occurred that resulted in the imposition of federal income taxation upon interest received on obligations of the general character of the Bonds;

b. any legislation, ordinance, rule, or regulation introduced in, or enacted by, any governmental body, department, or agency in the State of California, or a decision by any court of competent jurisdiction within the State of California that, in the Underwriter's judgment, materially adversely affects the market price of the Bonds;

c. a stop order, ruling, regulation or official statement by, or on behalf of the Securities and Exchange Commission proposed or made to the effect that the issuance, offering, or sale of the Bonds or obligations of the general character of the Bonds is in violation or would be in violation unless registered or otherwise qualified under any provisions of the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or the Bonds are required to be registered under the Securities Exchange Act of 1934, as amended and as then in effect (the

“Exchange Act”), or the Agreement is required to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the “Trust Indenture Act”);

d. legislation introduced in or enacted by the House of Representatives or the Senate of the Congress of the United States of America, or a decision by a court of the United States of America, or a ruling, regulation, or official statement by or on behalf of the Securities and Exchange Commission (including a no-action or interpretive letter of the staff thereof) or other governmental agency having jurisdiction of the subject matter made or proposed to the effect that the Bonds or an obligation or obligations of the general character of the Bonds are not exempt from registration, qualification or other requirements of the Securities Act, the Exchange Act, or the Trust Indenture Act;

e. declaration of a general banking moratorium by federal, State of California, or State of New York authorities;

f. a general suspension of trading on the New York Stock Exchange;

g. an outbreak of hostilities or an escalation of existing hostilities or occurrence of any other national or international calamity or crisis;

h. imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, as to the Bonds or similar obligations, of any material restrictions not now in force, or material increase in those now in force, with respect to the extension of credit by or the charge to the net capital requirements of underwriters;

i. any litigation instituted, pending, or threatened to restrain or enjoin the issuance or sale of the Bonds or in any way contesting or affecting any authority for or the validity of the Bonds or the existence or powers of the District or CFD No. 92-1; or

j. any requirement, in the opinion of counsel to the Underwriter, that the contemplated distribution of the Bonds must be registered under the Securities Act or the Agreement must be qualified under the Trust Indenture Act.

## 12. **Expenses.**

a. District’s Expenses. Whether or not the Underwriter accepts delivery of and pays for the Bonds as set forth herein, the Underwriter shall be under no obligation to pay and the District shall pay or cause to be paid (out of the proceeds of the Bonds or any other legally available funds of CFD No. 92-1 or the District):

(1) all expenses incident to the delivery of the Bonds, including, but not limited to, the cost of preparing and delivering the Bonds to the Underwriter;

(2) the cost of preparation, printing (and/or word processing and reproduction), distribution, and delivery of the Bond Resolution, the Agreement, the Preliminary

Official Statement, and the Official Statement and drafts of any thereof in reasonable quantities as requested by the Underwriter;

(3) the fees and expenses in connection with obtaining ratings for the Bonds; and

(4) subject to the terms of any fee agreement with such parties, the fees and disbursements of the Financial Advisor, the Fiscal Agent, Bond Counsel, Disclosure Counsel, the special tax consultant, the escrow verification agent, and any other experts or consultants the District has retained in connection with the issuance of the Bonds.

b. Underwriter's Expenses. Whether or not the Underwriter accepts delivery of and pays for the Bonds as set forth herein, the District and CFD No. 92-1 shall be under no obligation to pay and the Underwriter shall pay:

(1) the fees and expenses of Underwriter's counsel;

(2) all expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds, including all advertising expenses and "blue sky" filing fees;

(3) the cost of preparation and printing (and/or word processing and reproduction) of the "blue sky" and legal investment memoranda, if any;

(4) the expense of providing immediately available funds in accordance with Section 3 (Closing) hereof, whether by wire transfer or federal funds check;

(5) the fees of CUSIP and CDIAC in connection with the Bonds;

(6) any MSRB or PSA fees in connection with the Bonds;

(7) [the cost of the premium for municipal bond insurance, if any]; and

(8) the fees of The Depository Trust Company.

13. Notices. Any notices, requests, directions, instruments or other communications required or permitted to be given hereunder, shall be in writing and shall be given when delivered, against a receipt, or mailed certified or registered, postage prepaid, to the District and the Underwriter at their respective addresses below:

If to District: Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
Attn: Clark Hampton, Deputy Superintendent,  
Business and Support Services  
Tel. (949) 234-9211

If to Underwriter: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ CA \_\_\_\_\_  
Attn: \_\_\_\_\_  
Tel. (\_\_\_\_) \_\_\_\_-\_\_\_\_\_

provided, however, that all such notices, requests or other communications may be made by the telephone and promptly confirmed by writing. The District and the Underwriter may, by notice given as aforesaid, specify a different address for any such notices, requests or other communications.

14. **Survival of Representations and Warranties.** The representations and warranties of the District and CFD No. 92-1, and the Underwriter, set forth in or made pursuant to this Bond Purchase Agreement, shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Bond Purchase Agreement and regardless of any investigations made concerning such representations and statements of the District and CFD No. 92-1 or the Underwriter and regardless of delivery of and payment for the Bonds.

15. **Parties In Interest; Non-Assignability.** This Bond Purchase Agreement is made solely for the benefit of the District and CFD No. 92-1 and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any rights hereunder or by virtue hereof. This Bond Purchase Agreement shall not be assigned by the District.

16. **Applicable Law.** This Bond Purchase Agreement shall be governed by the laws of the State of California.

17. **No Prior Agreements; Entire Agreement.** This Bond Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of the Bonds and represents the entire agreement of the parties as to the subject matter herein.

18. **Counterparts.** This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same agreement.



19. **Effective.** This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by CFD No. 92-1 and shall be valid and enforceable each of the time of such acceptance.

Very truly yours,

**[UNDERWRITER]**

By \_\_\_\_\_  
Authorized Representative

Terms and Conditions of this Bond Purchase Agreement  
Approved and Accepted on \_\_\_\_\_, 2013.

CAPISTRANO UNIFIED SCHOOL DISTRICT, for itself and  
COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Authorized Representative

**EXHIBIT A**

The Bonds mature and bear interest as set forth in the following schedule:

<b><u>Maturity Date</u></b> <b><u>(September 1)</u></b>	<b><u>Principal Amount</u></b>	<b><u>Interest Rate</u></b>	<b><u>Yield</u></b>
	\$	%	%

The 20\_\_ Term Bonds shall be subject to mandatory sinking fund redemption on the dates and in the amounts set forth in the following schedule:

<b>Sinking Fund Redemption Date (September 1)</b>	<b>Principal Amount</b>
---	-------------------------

\$

20\_\_



NEW ISSUE  
DTC BOOK-ENTRY ONLY

S&P Rating: “\_\_\_”  
See “RATING” herein

*In the opinion of Bowie, Arneson, Wiles & Giannone, Newport Beach, California, Bond Counsel, subject however, to certain qualifications described herein, under existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”). In the further opinion of Bond Counsel, interest on the Bonds is not an item of tax preference for purposes of federal alternative minimum taxes imposed on individuals and corporations, although Bond Counsel observes that such interest is included as an adjustment in the calculation of federal corporate alternative minimum taxable income and may therefore affect a corporation’s alternative minimum tax liabilities. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income taxation. Bond Counsel expresses no other opinion regarding or concerning any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See “LEGAL MATTERS - Tax Exemption.”*

\$\_\_\_\_,\_\_\_\_,000\*

COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
SERIES 2013 SPECIAL TAX REFUNDING BONDS

**DATED: Date of Delivery**

**DUE: September 1, as shown below**

*The bonds captioned above (the “Bonds” or “Refunding Bonds”) in the aggregate principal amount of \$\_\_\_\_,\_\_\_\_,000\* are being issued under the Mello-Roos Community Facilities Act of 1982 (the “Law”), the Resolution (as defined herein), and a Fiscal Agent Agreement dated as of July 1, 2013 (the “Fiscal Agent Agreement”), by and between the Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) (the “District”) and U.S. Bank National Association (the “Fiscal Agent”), to refund on a current basis the Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) Special Tax Bonds, Series 1998 (the “1998 Bonds”). See “PLAN OF REFUNDING” herein.*

*The Refunding Bonds are payable from the proceeds of an annual Special Tax being levied on and collected from property within the District according to the rate and method of apportionment determined by a formula approved by the landowners within the District (see “SECURITY AND SOURCE OF PAYMENT—The Special Tax” and “APPENDIX B—RATE AND METHOD OF APPORTIONMENT” herein). The Refunding Bonds are secured by a first pledge of the revenues derived from the Net Taxes (as defined herein) and the moneys on deposit in certain funds held under the Fiscal Agent Agreement.*

*THE REFUNDING BONDS, THE INTEREST THEREON, AND ANY PREMIUMS PAYABLE ON THE REDEMPTION OF ANY OF THE REFUNDING BONDS, ARE NOT AN INDEBTEDNESS OF CAPISTRANO UNIFIED SCHOOL DISTRICT (THE “SCHOOL DISTRICT”), THE DISTRICT, THE STATE OF CALIFORNIA (THE “STATE”) OR ANY OF ITS POLITICAL SUBDIVISIONS, AND NEITHER THE SCHOOL DISTRICT, THE DISTRICT (EXCEPT TO THE LIMITED EXTENT DESCRIBED IN THIS OFFICIAL STATEMENT), THE STATE NOR ANY OF ITS POLITICAL SUBDIVISIONS IS LIABLE ON THE REFUNDING BONDS. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE SCHOOL DISTRICT, THE DISTRICT (EXCEPT TO THE LIMITED EXTENT DESCRIBED IN THIS OFFICIAL STATEMENT), OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE REFUNDING BONDS. OTHER THAN THE NET TAXES (AS DEFINED HEREIN), NO TAXES ARE PLEDGED TO THE PAYMENT OF THE REFUNDING BONDS. THE REFUNDING BONDS ARE NOT A GENERAL OBLIGATION OF THE DISTRICT, BUT ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY FROM THE NET TAXES AS MORE FULLY DESCRIBED IN THIS OFFICIAL STATEMENT.*

*The Refunding Bonds are being issued as fully registered bonds, without coupons, and when delivered will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Refunding Bonds. Individual purchases of the Refunding Bonds will be made in book-entry-only form and only in authorized denominations, as described in this Official Statement. So long as Cede & Co. is the registered owner of the Refunding Bonds, principal of and interest and any premium on the Refunding Bonds will be made by the Fiscal Agent to DTC for subsequent disbursement to DTC Participants who will remit such payments to the Beneficial Owners of the Refunding Bonds. See “THE REFUNDING BONDS—DTC Book-Entry-Only” herein.*

*Interest on the Refunding Bonds is first payable on March 1, 2014, and semiannually thereafter on March 1 and September 1 of each year. The Refunding Bonds are subject to redemption prior to maturity (see “THE REFUNDING BONDS—Redemption Provisions”).*

*THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT INTENDED TO BE A SUMMARY OF ALL FACTORS RELEVANT TO AN INVESTMENT IN THE REFUNDING BONDS. INVESTORS SHOULD READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION. CAPITALIZED TERMS USED ON THIS COVER PAGE NOT OTHERWISE DEFINED WILL HAVE THE MEANINGS SET FORTH HEREIN.*

MATURITY SCHEDULE

(See Inside Cover)

*The Refunding Bonds are being purchased for reoffering by \_\_\_\_\_ as Underwriter of the Refunding Bonds. The Refunding Bonds are offered when, as and if issued by the District and received by the Underwriter, subject to approval as to legality by Bowie, Arneson, Wiles & Giannone, Newport Beach, California, Bond Counsel. It is anticipated that the Refunding Bonds, in definitive form, will be available for delivery through the facilities of DTC in New York, New York on or about July 31, 2013.*

This Official Statement is dated \_\_\_\_\_, 2013

**Attachment 3**

\* Preliminary; subject to adjustment.

*The information contained in this PRELIMINARY OFFICIAL STATEMENT has been assumed by the District to be based on the data heretofore provided to it by the District. The information contained herein is subject to completion or amendment. These securities may not be sold, and may differ, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement be relied upon in lieu of the Official Statement or any other offering material. The information contained herein is not intended to constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any particular jurisdiction.*

## MATURITY SCHEDULE

\$\_\_\_\_,\_\_\_\_.000<sup>\*</sup>

COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE  
 CAPISTRANO UNIFIED SCHOOL DISTRICT  
 SERIES 2013 SPECIAL TAX REFUNDING BONDS

Maturity Date September 1	Principal Amount <sup>*</sup>	Coupon Interest Rate	Reoffering Price or Yield	CUSIP <sup>+</sup>
2014	\$ ____ ,000	____ %	____ %	
2015	____ ,000	____	____	
2016	____ ,000	____	____	
2017	____ ,000	____	____	
2018	____ ,000	____	____	
2019	____ ,000	____	____	
2020	____ ,000	____	____	
2021	____ ,000	____	____	
2022	____ ,000	____	____	
2023	____ ,000	____	____	

<sup>\*</sup> Preliminary; subject to adjustment

<sup>+</sup> CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the District nor the Underwriter is responsible for the selection or correctness of the CUSIP numbers set forth herein.

THIS OFFICIAL STATEMENT IS SUBMITTED WITH RESPECT TO THE SALE OF THE REFUNDING BONDS REFERRED TO HEREIN AND MAY NOT BE REPRODUCED OR USED, IN WHOLE OR IN PART, FOR ANY OTHER PURPOSE. THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT WITH THE PURCHASERS OF THE REFUNDING BONDS.

THE REFUNDING BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, IN RELIANCE UPON EXCEPTIONS THEREIN FOR THE ISSUANCE AND SALE OF MUNICIPAL SECURITIES. THE REFUNDING BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAW OF ANY STATE.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL NOR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THE REFUNDING BONDS BY A PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE AN OFFER, SOLICITATION OR SALE.

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED HEREIN, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DISTRICT.

THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE DISTRICT AND OTHER SOURCES THAT ARE BELIEVED TO BE RELIABLE, BUT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT OR SCHOOL DISTRICT SINCE THE DATE HEREOF.

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, THEIR RESPONSIBILITIES UNDER FEDERAL SECURITIES LAWS, AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS FO SUCH INFORMATION.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED SUCH AS "PLAN," "EXPECT," "ESTIMATE," "PROJECT," "BUDGET" OR SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVES KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED CHANGE.

IN CONNECTION WITH THE OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE REFUNDING BONDS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE REFUNDING BONDS TO CERTAIN DEALERS, INSTITUTIONAL INVESTORS, BANKS OR OTHERS AT PRICES LOWER OR HIGHER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

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\$\_\_\_\_,000<sup>\*</sup>  
COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
SERIES 2013 SPECIAL TAX REFUNDING BONDS

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SCHOOL DISTRICT BOARD OF TRUSTEES

John M. Alpay, President  
Lynn Hatton, Vice President  
Anna Bryson, Clerk  
Ellen M. Addonizio, Member  
Amy Hanacek, Member  
Dr. Gary Pritchard, Member  
Jim Reardon, Member

SCHOOL DISTRICT ADMINISTRATION

Dr. Joseph M. Farley, Superintendent  
Clark Hampton, Deputy Superintendent, Business & Support Services

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California 92675  
(949) 234-9200

BOND COUNSEL

Bowie, Arneson, Wiles & Giannone  
4920 Campus Drive  
Newport Beach, California 92660  
(949) 851-1300

DISCLOSURE COUNSEL

[TO COME]

FINANCIAL ADVISOR

Government Financial Strategies inc.  
1228 N Street, Suite 13  
Sacramento, California 95814  
(916) 444-5100

SPECIAL TAX CONSULTANT

David Taussig & Associates, Inc.  
5000 Birch Street, Suite 6000  
Newport Beach, California 92660  
(949) 955-1500

FISCAL AGENT

U.S. Bank National Association  
633 West Fifth Street, 24<sup>th</sup> Floor  
Los Angeles, CA 90071  
(213) 615-6052

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<sup>\*</sup> Preliminary; subject to adjustment

\$ \_\_\_\_\_,000\*

COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE  
 CAPISTRANO UNIFIED SCHOOL DISTRICT  
 SERIES 2013 SPECIAL TAX REFUNDING BONDS

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\* Preliminary; subject to adjustment

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## OFFICIAL STATEMENT

\$\_\_\_\_\_,000\*

### COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT SERIES 2013 SPECIAL TAX REFUNDING BONDS

#### INTRODUCTION

##### General

The purpose of this Official Statement is to provide certain information concerning the sale and delivery of an issue of bonds designated as the Community Facilities District No. 92-1 of the Capistrano Unified School District Series 2013 Special Tax Refunding Bonds (the “Bonds” or “Refunding Bonds”).

This “INTRODUCTION” is not a summary of this Official Statement. It is only a brief description of and guide to this Official Statement and is qualified by more complete and detailed information contained in the entire Official Statement, which includes the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Refunding Bonds to potential investors is made only by means of this entire Official Statement.

Capitalized terms used but not defined in this Official Statement have the definitions given in the Fiscal Agent Agreement (as defined below).

##### The School District

The Capistrano Unified School District (the “School District”) is a political subdivision of the State of California (the “State”) and is governed by a seven member Board of Trustees (the “Board”). Founded in 1965, the School District encompasses 195 square miles in seven cities and a portion of the unincorporated area of Orange County (the “County”). The District includes all or part of the cities of San Clemente, Dana Point, San Juan Capistrano, Laguna Niguel, Aliso Viejo, Mission Viejo and Rancho Santa Margarita, and the communities of Las Flores, Coto de Caza, Dove Canyon, Ladera Ranch, and Wagon Wheel.

The School District provides kindergarten through 12<sup>th</sup> grade public education to more than 49,000 students on 55 campuses. See “THE SCHOOL DISTRICT” herein.

##### The District

Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) (the “District”) is a community facilities district organized by the Board in 1992 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, constituting Sections 53311 et seq. of the State Government Code (the “Law”). Pursuant to the Law, the seven members of the Board serve as the legislative body of the District (the “Legislative Body”) by virtue of their election to the Board.

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\* Preliminary; subject to adjustment

The District consists of approximately 1,003 gross acres of land located within the School District in the southeasterly portion of Orange County. The District is within the Las Flores Planned Community (the "Las Flores Project"). See "THE DISTRICT" herein.

#### Authority for Issuance

Pursuant to the Law, the Board adopted resolutions on December 21, 1992 confirming the establishment of the District and calling for an election to authorize the issuance of bonds and the levying of a special tax within the District. On December 21, 1992, at a special election held pursuant to the Law, voters within the boundaries of the District authorized the issuance of up to \$30,000,000 principal amount of special tax bonds for the purpose of acquiring, constructing, and rehabilitating school facilities (the "1992 Authorization"), and approved the levy of special taxes on real property in the District (the "Special Taxes") pursuant to the Rate and Method of Apportionment of Special Taxes for the Capistrano Unified School District Community Facilities District No. 92-1 (Las Flores) (the "Original Rate and Method").

On September 3, 1993, the District issued \$8,515,000 Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) Series 1993 Special Tax Bonds (the "1993 Bonds").

In 1995 and 1996, the Board conducted proceedings with respect to the modification of the Original Rate and Method to alter the method of levy of the Special Taxes on undeveloped property in order to facilitate the levy of such Special Taxes with the levy of special taxes on property in Community Facilities District No. 95-1 of the School District ("CFD 95-1") and to clarify the treatment of open space property. On March 11, 1996, at a special election held pursuant to the Law, the qualified voters of the District approved the Amended and Restated Rate and Method of Apportionment for the Capistrano Unified School District Community Facilities District No. 92-1 (Las Flores) (the "Amended Rate and Method"). Property within CFD 95-1 is no longer subject to the levy of Special Taxes to pay debt service on bonds of the District.

On January 10, 1997, the District issued \$12,500,000 Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) Series 1997 Special Tax Bonds (the "1997 Bonds"). On July 1, 1998, the District issued \$31,360,000 Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) Special Tax Bonds, Series 1998 (the "1998 Bonds"). In addition to refunding the 1993 Bonds and 1997 Bonds, a portion of the proceeds of the 1998 Bonds were used to finance additional facilities for the District.

The Refunding Bonds in the principal amount of \$\_\_\_\_,\_\_\_\_,000\* are being issued pursuant to a resolution adopted by the Board on June 26, 2013 (the "Resolution") and a fiscal agent agreement (the "Fiscal Agent Agreement") dated as of July 1, 2013, between the District and U.S. Bank National Association (the "Fiscal Agent").

#### Purpose of Issue

Proceeds of the Refunding Bonds will be applied (i) to refund on a current basis the 1998 Bonds, (ii) to fund a debt service reserve fund for the Refunding Bonds and (iii) to pay costs of issuance of the Refunding Bonds. See "PLAN OF REFUNDING" herein.

#### Source of Payment

The Board annually levies the Special Taxes in accordance with the Amended Rate and Method. Payments of principal of and interest on the Refunding Bonds are secured by and payable from a first pledge of the net proceeds of the Special Taxes (as more specifically defined in the Fiscal Agent Agreement, the "Net Taxes"). See "SECURITY AND SOURCE OF PAYMENT—The Special Tax" and "APPENDIX B—AMENDED RATE AND METHOD OF APPORTIONMENT" herein.

The Refunding Bonds will additionally be secured by certain funds and accounts established and held under the Fiscal Agent Agreement. See "SECURITY AND SOURCE OF PAYMENT" herein.

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\* Preliminary; subject to adjustment

### Limited Obligations

Neither the faith and credit nor the general taxing power of the District (except to the limited extent described in this Official Statement), the School District, the County, the State nor any political subdivision thereof is pledged for the payment of the Refunding Bonds. The Refunding Bonds are not general obligations of the District or the School District, but are limited obligations of the District payable solely from the Net Taxes and other sources described in the Fiscal Agent Agreement. See “SPECIAL RISK FACTORS—Not a General Obligation of the District or School District” herein.

### Description of the Bonds

The Refunding Bonds will be dated their date of delivery and will be issued as fully registered bonds, without coupons, in book-entry form only. The Refunding Bonds will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”). Payments of the principal of and interest on the Refunding Bonds will be made by the Fiscal Agent as paying agent, registrar and transfer agent on the Refunding Bonds to DTC for subsequent disbursement to the Beneficial Owners (as defined herein) of the Refunding Bonds. See “THE REFUNDING BONDS—DTC Book-Entry-Only” herein.

The Refunding Bonds are issued as current interest bonds in denominations of \$5,000 principal amount, or any integral multiple thereof, and mature on September 1 in each of the years and in the amounts set forth on the inside cover page hereof. Interest with respect to the Refunding Bonds is payable on March 1 and September 1 of each year, commencing March 1, 2014. Interest on the Refunding Bonds is computed on the basis of a 360-day year of twelve 30-day months. See “THE REFUNDING BONDS” herein.

### Bond Insurance

[TO COME]

### Risk Factors

Investment in the Refunding Bonds involves risks that may not be appropriate for some investors. See “SPECIAL RISK FACTORS” for a discussion of certain risk factors which should be considered, in addition to the other matters set forth in this Official Statement, in considering the investment quality of the Refunding Bonds.

### Professionals Involved

Government Financial Strategies inc., Sacramento, California has acted as financial advisor (the “Financial Advisor”) with respect to the issuance, sale and delivery of the Refunding Bonds. See “FINANCIAL ADVISOR” herein. All proceedings in connection with the issuance of the Refunding Bonds are subject to the approving legal opinion of Bowie, Arneson, Wiles & Giannone, Newport Beach, California (“Bond Counsel”). [Disclosure Counsel] (“Disclosure Counsel”) will act as disclosure counsel with respect to the Refunding Bonds. U.S. Bank National Association will act as Fiscal Agent with respect to the Refunding Bonds and escrow agent (“Escrow Agent”) with respect to the 1998 Bonds. David Taussig & Associates, Inc., Newport Beach, California will act as special tax consultant with respect to the Refunding Bonds. Bond Counsel, Disclosure Counsel, Fiscal Agent and Escrow Agent will receive compensation from the District contingent upon the sale and delivery of the Refunding Bonds.

### Other Information

This Official Statement may be considered current only as of its date that has been made a part of the cover page hereof, and the information contained herein is subject to change. A summary of the Refunding Bonds, the District and the School District, together with descriptions of certain provisions of the Resolution and the Fiscal Agent Agreement, are included in this Official Statement. The descriptions herein do not purport to be comprehensive or definitive. All references herein to the Refunding Bonds, the Resolution and the Fiscal Agent Agreement are qualified in their entirety by reference to such documents.



Copies of the Resolution, the Fiscal Agent Agreement, audited financial statements, annual budgets and or any other information which may be considered informative regarding the sale and delivery of the Refunding Bonds and which is generally available to the School District will be made available for public inspection by contacting the School District through the office of the Deputy Superintendent, Business & Support Services at the address and telephone set forth on page "iv" of this Official Statement, or by contacting the Financial Advisor at address and telephone set forth on page "iv" of this Official Statement.

## THE REFUNDING BONDS

### Authority for Issuance

The Law was enacted by the State Legislature to provide an alternative method of financing certain essential public capital facilities and services. Once duly established by the legislative body of a local agency, a community facilities district is a legally constituted governmental entity within defined boundaries, with the governing board or legislative body of the local agency acting on its behalf. Subject to approval by a two-thirds vote of qualified electors and compliance with the provisions of the Law, a legislative body of a local agency may issue bonds for a community facilities district and may levy and collect a special tax within such district to repay such indebtedness.

Pursuant to the Law, the Board adopted resolutions on December 21, 1992, confirming the establishment of the District and calling for an election to authorize the issuance of bonds and the levying of a special tax within the District. On December 21, 1992, at a special election held pursuant to the Law, voters within the boundaries of the District approved the 1992 Authorization.

The text of the pertinent part of the propositions comprising the 1992 Authorization was as follows:

#### *PROPOSITION A:*

*Shall Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) (the "District") incur an indebtedness and issue bonds in the maximum aggregate principal amount of \$30,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, the proceeds of which will be used to finance the costs of planning, designing, constructing, acquiring, modifying, expanding, improving, furnishing, equipping or rehabilitating certain real and other tangible property with an estimated useful life of five years or longer, consisting of any and all school districts and school facilities necessary to house students in grades kindergarten through 12, including any types of support facilities and sites, including, but not limited to, central administration, food services, maintenance/operations, transportation and related auxiliary functions and certain roadway improvements (the "Facilities"), as provided in Resolution No. 92-141 of the Board of Trustees of the Capistrano Unified School District (the "Resolution of Formation"), and shall a special tax with a rate and method of apportionment as provided in the Resolution of Formation be levied to pay for the Facilities, for creation or replenishment of any necessary reserve funds, for any incidental expenses of the District for any expenses associated with the Facilities or the bonds, and for the payment of the principal of and interest on such bonds?*

On September 3, 1993, the District issued the 1993 Bonds. On March 11, 1996, the qualified voters of the District approved the Amended Rate and Method removing property within CFD 95-1 from the levy of Special Taxes to pay debt service on bonds of the District. On January 10, 1997, the District issued 1997 Bonds. On July 1, 1998, the District issued the 1998 Bonds, issued in part to refund the 1993 Bonds and 1997 Bonds. The Refunding Bonds are being issued under and pursuant to the provisions of the Law and pursuant to the Resolution and Fiscal Agent Agreement to refund the 1998 Bonds on a current basis.

### Form and Registration

The Refunding Bonds will be dated their date of delivery and will be issued as fully registered bonds, without coupons, in book-entry form only. The Fiscal Agent agrees to keep and maintain for and on behalf of the District at the Fiscal Agent office, books and records (herein referred to as the "Bond Register") for recording the names and addresses of the owners (the "Registered Owners"), the transfer, exchange, and replacement of the Refunding Bonds, and the payment of the principal of and interest on the Refunding Bonds to the Registered Owners and containing such other information as may be reasonably required by the District and subject to such reasonable regulations as the District and the Fiscal Agent may prescribe. All transfers, exchanges, and replacement of Refunding Bonds shall be noted in the Bond Register.

The Refunding Bonds will be initially issued and registered in the name of Cede & Co. as nominee of DTC. Purchases of Refunding Bonds under the DTC book-entry system must be made by or through a DTC participant, and ownership interests in Refunding Bonds will be recorded as entries on the books of said participants. Except in the event that use of this book-entry system is discontinued for the Refunding Bonds, Beneficial Owners (as defined herein) will not receive physical certificates representing their ownership interests.

In the event (i) DTC determines not to continue to act as a securities depository for the Refunding Bonds, or (ii) DTC shall no longer so act and gives notice to the District of such determination, then the District will discontinue the book-entry system with DTC. If the District determines to replace DTC with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered Refunding Bond, per maturity, registered in the name of such successor or substitute qualified securities depository or its nominee. If the District fails to identify another qualified securities depository to replace DTC, then the Refunding Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Cede & Co., but shall be registered in whatever name or names owners of the Refunding Bonds transferring or exchanging Refunding Bonds shall designate, and the District shall prepare and deliver Refunding Bonds to the owners thereof for such purposes.

#### Payment of Principal and Interest

The Refunding Bonds are issued as current interest bonds in denominations of \$5,000 principal amount, or any integral multiple thereof, and mature on September 1 in each of the years and in the amounts set forth on the inside cover page hereof. Interest with respect to the Refunding Bonds is payable on March 1 and September 1 of each year (each, an "Interest Payment Date"), commencing March 1, 2014. Interest on the Refunding Bonds is computed on the basis of a 360-day year of twelve 30-day months.

The principal of and interest on the Refunding Bonds will be paid in lawful money of the United States of America by the Fiscal Agent to DTC, who will, in turn, disburse such payment to direct and indirect participants of DTC for subsequent disbursement to Beneficial Owners. The principal of the Refunding Bonds is payable upon maturity or prior redemption of a Refunding Bond upon its surrender at the principal office of the Fiscal Agent.

Interest on the Refunding Bonds shall be payable from the Interest Payment Date next preceding the date of authentication, unless (i) such date of authentication is an Interest Payment Date, in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after 15th day of the calendar month preceding an Interest Payment Date, whether or not such day is a business day (the "Record Date") but prior to the immediately succeeding Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) the date of authentication is prior to the close of business on the first Record Date, in which event interest will be payable from the dated date; provided, however, that if at the time of authentication of the Refunding Bonds, interest is in default, interest on the Refunding Bonds shall be payable from the last date on which the interest has been paid or made available for payment, or if no interest has been paid or made available for payment, interest shall be payable from the dated date. Interest on the Refunding Bonds shall be paid to the person whose name shall appear in the Bond Register as the Registered Owner of such Refunding Bonds as of the close of business on the Record Date. Such interest shall be paid by check of the Fiscal Agent mailed on the Interest Payment Date to such Registered Owner by first class mail at his or her address, postage prepaid, as it appears on the Bond Register as of the Record Date; provided that, in the case of an Registered Owner of \$1,000,000 or more in aggregate principal amount of the Refunding Bonds, upon the Fiscal Agent's receipt of written request of such Registered Owner prior to the Record Date accompanied by wire transfer instructions, such interest shall be paid on the Interest Payment Date in immediately available funds by wire transfer to an account in the United States.

So long as Cede & Co. or its registered assignee is the Registered Owner of the Refunding Bonds, payments of principal of and interest on the Refunding Bonds shall be made by wire transfer.

#### Transfer and Exchange

In the event that the book-entry system as described above is no longer used with respect to the Refunding Bonds, the following provisions will govern the transfer and exchange of the Refunding Bonds.

The Refunding Bonds may be transferred upon the Bond Register by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Refunding Bond for cancellation at the principal office of the Fiscal Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Fiscal Agent and duly executed by the Registered Owner or his or her duly authorized attorney. Refunding Bonds may be exchanged at the principal office of the Fiscal Agent for a like aggregate principal amount and maturity of Refunding Bonds of other authorized denominations. The Fiscal Agent may charge the Registered Owner any tax or other governmental charge required with respect to such transfer or exchange. The cost of printing the Refunding Bonds and any services rendered or expenses incurred by the Fiscal Agent in connection with any transfer or exchange thereof shall be paid by the District.

Whenever any Refunding Bonds shall be surrendered for registration of transfer or exchange, the District shall execute, and the Fiscal Agent shall authenticate and deliver, a new Refunding Bond, for a like aggregate principal amount and maturity; provided, that the Fiscal Agent shall not be required to register transfers or make exchanges of (i) Refunding Bonds for a period of 15 days next preceding the date established by the Fiscal Agent for selection of the Refunding Bonds to be redeemed, or (ii) any Refunding Bond chosen for redemption.

Redemption Provisions

*Optional Redemption.* The Refunding Bonds are not subject to optional redemption prior to their maturity.

*[Mandatory Sinking Fund Redemption.* The Refunding Bonds maturing by their terms on September 1, 20\_\_, (the “Term Bonds”), are subject to mandatory sinking fund redemption by the District prior to their maturity, in part by lot, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, if any, without premium, solely from mandatory sinking fund payments as provided in the Fiscal Agent Agreement, on each September 1, but which amounts will be reduced proportionately by the principal amount of all such Term Bonds optionally redeemed.

Community Facilities District No. 92-1 of the  
Capistrano Unified School District  
Series 2013 Special Tax Refunding Bond Term Bonds

Year Ending September 1	Sinking Fund Amount	Year Ending September 1	Sinking Fund Amount

*Notice of Redemption.* At least 30 days but no more than 60 days prior to the redemption date, the Fiscal Agent shall mail by first class mail, postage prepaid, to the respective Registered Owner a notice of redemption (“Notice of Redemption”). Such Notice of Redemption shall: (a) specify the CUSIP numbers and serial numbers of the Refunding Bonds selected for redemption, except that where all the Refunding Bonds or all Refunding Bonds of a single maturity are subject to redemption, the serial numbers thereof need not be specified; (b) state the original issue date, the interest rate and the maturity date of the Refunding Bond selected for redemption; (c) state the date fixed for redemption; (d) state the redemption price; (e) state the place or places where the Refunding Bonds are to be redeemed; and (f) in the case of Refunding Bonds to be redeemed only in part, state the portion of such Refunding Bond which is to be redeemed. Such notice shall further state that, on the date fixed for redemption, there shall become due and payable on each Refunding Bond or portion thereof called for redemption the principal thereof, together with any premium, and interest accrued to the redemption date, and that, from and after such date, interest thereon shall cease to accrue and be payable. The actual receipt by the Registered Owner of any Refunding Bond of notice of such redemption shall not be a condition precedent thereto, and neither failure to receive such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such Refunding Bond, or the cessation of interest on the redemption date.

*Additional Notice.* In addition to the Notice of Redemption, further notice shall be given by the Fiscal Agent as set out below, but neither defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

1. Each further notice of redemption given hereunder shall contain the information required above for a Notice of Redemption plus (i) the date of issue of the Refunding Bonds as originally issued; (ii) the rate of interest borne by each Refunding Bond being redeemed; and (iii) any other descriptive information needed to identify accurately the Refunding Bonds being redeemed.

2. Each further notice of redemption shall be sent at least 30 days before the redemption date to DTC and, upon written request of the District, to any other registered depository then in the business of holding substantial amounts of obligations of types comprising the Refunding Bonds and to the Electronic Municipal Market Access (“EMMA”) system of the Municipal Securities Rulemaking Board (“MSRB”) or at the request of the District, any other information services that disseminate notice of redemption of obligations such as the Refunding Bonds.

*Effect of Notice of Redemption:* If notice of redemption has been duly given money for the payment of the principal of and redemption premiums, if any, on, together with interest to the redemption date on, the Refunding Bonds or portions thereof so called for redemption is held by the Fiscal Agent, then on the redemption date designated in such notice such Refunding Bonds or such portions thereof shall become due and payable, and from and after the date so designated interest on the Refunding Bonds or such portions thereof so called for redemption shall cease to accrue and such Bondowners shall have no rights in respect thereof except to receive payment of the principal or such portions thereof and the redemption premiums, if any, thereon and the interest accrued thereon to the redemption date.

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#### Defeasance

If the District shall pay or cause to be paid, or there shall otherwise be paid, the interest due thereon, the principal and premium, if any, thereof, at the times and in the manner stipulated in the Fiscal Agent Agreement, then the Registered Owner of such Refunding Bond shall cease to be entitled to the pledge of Net Taxes (as defined herein) and other amounts pledged under the Fiscal Agent Agreement to the repayment of such Refunding Bond, and, other than certain rebate and tax covenants, all covenants, agreements and other obligations of the District to the Registered Owner shall thereupon cease, terminate and become void and be discharged and satisfied.

Any Refunding Bond shall be deemed to have been paid within the meaning expressed herein if such Refunding Bond is paid in any one or more of the following ways:

(a) by paying or causing to be paid the principal of, premium, if any, and interest due on such Refunding Bond, as and when the same become due and payable;

(b) by depositing with the Fiscal Agent, or a designated bank or trust company as escrow holder, in trust, at or before maturity, money which, together with the amounts then on deposit and available for such purpose, is fully sufficient to pay the principal of and interest on such Refunding Bond as and when the same shall become due and payable; or

(c) by depositing with the Fiscal Agent, or a designated bank or trust company as escrow holder, in trust, direct, non-callable federal securities, in such amount as certified by a nationally recognized certified public accountant which will, together with the interest to accrue thereon and monies then on deposit and available for such purpose, together with the interest to accrue thereon, be fully sufficient to pay and discharge the principal of and interest and any premium on such Refunding Bond as and when the same shall become due and payable.

The Fiscal Agent shall, at the written direction and expense of the District, mail, first class, postage prepaid, a notice to the Registered Owners whose Refunding Bonds have been defeased, in the form directed by the District, stating that the defeasance has occurred.

#### DTC Book-Entry-Only

*The following description includes the procedures and record-keeping with respect to beneficial ownership interests in the Refunding Bonds, payment of principal and interest, other payments with respect to the Refunding Bonds to Direct Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interests in such Refunding Bonds, notices to Beneficial Owners and other related transactions by and between DTC, the participants, and the Beneficial Owners. However, DTC, the participants, and the Beneficial Owners should not rely on the following information with respect to such matters, but should instead confirm the same with DTC or the Direct Participants, as the case may be.*

DTC, New York, NY, will act as securities depository for the Refunding Bonds. The Refunding Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Refunding Bond certificate will be issued for the Refunding Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtc.com](http://www.dtc.com).

Purchases of the Refunding Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Refunding Bonds on DTC's records. The ownership interest of each actual purchaser of each Refunding Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Refunding Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Refunding Bonds, except in the event that use of the book-entry system for the Refunding Bonds is discontinued.

To facilitate subsequent transfers, all the Refunding Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Refunding Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Refunding Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Refunding Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Refunding Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Refunding Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Refunding Bond documents. For example, Beneficial Owners of the Refunding Bonds may wish to ascertain that the nominee holding the Refunding Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Refunding Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Refunding Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Refunding Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Refunding Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or Fiscal Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be

governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Fiscal Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Fiscal Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Refunding Bonds at any time by giving reasonable notice to the District or Fiscal Agent. Under such circumstances, in the event that a successor depository is not obtained, Refunding Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Refunding Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

## PLAN OF REFUNDING

### Application and Investment of Bond Proceeds

A portion of the proceeds from the sale of the Refunding Bonds, together with available moneys ("Other Available Funds") held by the Fiscal Agent, will be irrevocably deposited into (i) an escrow fund (the "Escrow Fund") to be created and maintained by the Escrow Agent under that certain escrow agreement (the "Escrow Agreement") by and between the District and the Escrow Agent dated as of the closing / delivery date in order to refund the 1998 Bonds. Moneys in the Escrow Fund will be held in cash, uninvested.

AMTEC Corporation of Avon, Connecticut and Ross & Company, PLLC (a Certified Public Accountant) of Louisville, Kentucky, together acting as verification agent with respect to the Escrow Fund, will certify in writing that moneys irrevocably deposited and in the Escrow Fund will be sufficient for the payment of principal and interest coming due and payable to September 1, 2013, the date fixed for redemption, plus the redemption amount of the 1998 Bonds maturing on or after September 1, 2014. Upon such irrevocable deposit, the 1998 Bonds will be deemed paid and no longer outstanding.

[A portion of the proceeds of the Refunding Bonds in the amount of the Reserve Requirement will be retained by the Fiscal Agent for deposit in the Reserve Fund.

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A portion of the proceeds of the Refunding Bonds will be retained by the Fiscal Agent in a costs of issuance account (the "Costs of Issuance Fund") and used to pay costs associated with the issuance of the Refunding Bonds.

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Sources and Uses of Funds

The sources and uses of funds in connection with the sale and delivery of the Refunding Bonds are set forth in the exhibit below.

Community Facilities District No. 92-1 of the  
Capistrano Unified School District  
Series 2013 Special Tax Refunding Bonds  
Sources and Uses of Funds

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SOURCES OF FUNDS

Par Amount of Refunding Bonds  
Other Available Funds  
Original Issue Premium

TOTAL SOURCES OF FUNDS

\_\_\_\_\_

USES OF FUNDS

Escrow Fund  
[Reserve Fund]  
Costs of Issuance Fund <sup>1</sup>  
Underwriter's Discount

\_\_\_\_\_

TOTAL USES OF FUNDS

\_\_\_\_\_

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<sup>1</sup> Costs of issuance includes the fees and expenses of Bond Counsel, Disclosure Counsel, Financial Advisor, special tax consultant, rating agency, verification agent[, the premium for bond insurance and reserve fund surety bond] and other expenses related to the issuance of the Refunding Bonds.

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Debt Service Schedule

Scheduled debt service on the Refunding Bonds (without regard to optional redemption) is shown in the table below.

Community Facilities District No. 92-1 of the  
 Capistrano Unified School District  
 Series 2013 Special Tax Refunding Bonds Scheduled Debt Service

<u>Date</u>	<u>Principal Amount</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Annual Debt Service</u>
March 1, 2014				
September 1, 2014				
March 1, 2015				
September 1, 2015				
March 1, 2016				
September 1, 2016				
March 1, 2017				
September 1, 2017				
March 1, 2018				
September 1, 2018				
March 1, 2019				
September 1, 2019				
March 1, 2020				
September 1, 2020				
March 1, 2021				
September 1, 2021				
March 1, 2022				
September 1, 2022				
March 1, 2023				
September 1, 2023				
	\$ __, ____, 000			

\* Preliminary; subject to adjustment.

[  
 BOND INSURANCE  
 [TO COME]

[  
 SECURITY AND SOURCE OF PAYMENT

General

The payments of the principal of and interest and any premium on the Refunding Bonds are secured by a first pledge of the Net Taxes, and available amounts held by the Fiscal Agent in the Bond Fund, Reserve Fund, Redemption Fund, and after disbursement, the Special Tax Fund (including all accounts of the foregoing funds).

All of the Net Taxes are pledged for the payment of the Refunding Bonds, and such Net Taxes and any interest earned on the Net Taxes will constitute a trust fund for the payment of the interest on and principal of the Refunding Bonds and so long as any of the Refunding Bonds or interest thereon are unpaid the Net Taxes and interest thereon will not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and will be held in trust for the benefit of the Bondowners and will be applied pursuant to the Fiscal Agent Agreement.

Net Taxes deposited in the Administrative Expense Fund, the Surplus School Facilities Fund and the Rebate Fund will no longer be considered to be pledged to the Refunding Bonds, and the Administrative Expense Fund, the Surplus School Facilities Fund, the Rebate Fund will not be construed as trust funds held for the benefit of the Bondowners.



“Net Taxes” are defined in the Fiscal Agent Agreement as the amount of all “Gross Taxes” (defined as the amount of all Special Taxes collected within the District and net proceeds from the sale of property collected pursuant to the foreclosure provisions of the Fiscal Agent Agreement for the delinquency of the Special Taxes) minus the “Administrative Expense Requirement” (which is \$ \_\_\_\_\_ for Fiscal Year 2013-14, and increases at 2% per Fiscal Year thereafter).

#### Limited Obligation

**The Refunding Bonds and interest thereon are not payable from the general fund of the District or the School District. Except with respect to the Net Taxes, neither the credit nor the taxing power of the District or the School District is pledged for the payment of the Refunding Bonds or interest thereon, and no Bondowner may compel the exercise of the taxing power by the District (except with respect to the Net Taxes) or the School District or the forfeiture of any of their property for the payment thereof.**

**The principal of and interest on the Refunding Bonds and premiums upon the redemption of any thereof are not a debt of the District (except to the limited extent described in this Official Statement) or the School District, the State or any of its political subdivisions within the meaning of any constitutional or statutory limitation or restriction. The Refunding Bonds are not a legal or equitable pledge, charge, lien or encumbrance, upon any property or income, receipts or revenues of the District or the School District, except the Net Taxes which are, under the terms of the Fiscal Agent Agreement, pledged for the payment of the Refunding Bonds and interest thereon. Neither the members of the Legislative Body or the Board nor any persons executing the Refunding Bonds are liable personally on the Refunding Bonds by reason of their issuance.**

#### The Special Tax

*Covenant to Levy Special Taxes to Meet Special Tax Requirement.* Subject to the Maximum Special Tax, the District will comply with all requirements of the Law so as to assure the timely collection of the Special Taxes, including without limitation, the enforcement of delinquent Special Taxes.

The District will fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on Outstanding Bonds becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Refunding Bonds, an amount equal to the Administrative Expense Requirement and any additional amounts necessary for expenses incurred in connection with administration or enforcement of delinquent Special Taxes.

On or before each June 1, commencing June 1, 2014, the Fiscal Agent will provide a written notice to the District stating the amounts then on deposit in the various funds and accounts established by this Fiscal Agent Agreement. The receipt of such notice by the District will in no way affect the obligations of the District under the Fiscal Agent Agreement. Upon receipt of a copy of such notice, the District will communicate with the County Treasurer or other appropriate official of the County to ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year.

The District will retain an Independent Financial Consultant to assist in the levy of the Special Taxes each Fiscal Year, commencing with Fiscal Year 2013-14, in accordance with the Ordinance, such that the computation of the levy is complete before the final date on which the County auditor-controller (the “County Auditor-Controller”) will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the next secured tax roll. Upon the completion of the computation of the amounts of the levy, and approval by the Legislative Body, the District will prepare or cause to be prepared, and shall transmit to the County Auditor-Controller, such data as the County Auditor-Controller requires to include the levy of the Special Taxes on the next secured tax roll.

*Manner of Collection.* The Fiscal Agent Agreement provides that the Special Taxes will be payable and collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property; provided, the Legislative Body may provide for direct collection of the Special Taxes in certain circumstances.

**Because the Special Tax levy is limited to the Maximum Special Tax rates set forth in the Amended Rate and Method, no assurance can be given that, in the event of Special Tax delinquencies, the receipts of Special Taxes will, in fact, be**

**collected in sufficient amounts in any given year to pay debt service on the Refunding Bonds.**

As long as the Teeter Plan (defined herein) remains in effect in the County, the District will be credited with the full amount of the Special Tax levy no matter the delinquency rate within the District (see “THE DISTRICT—Alternative Method of Tax Apportionment” herein).

See “THE DISTRICT” herein for additional information regarding the Special Tax.

Property Taxation System

Local property taxation is the responsibility of various county officers. For each taxing agency located in a county, the county assessor computes the value of locally assessed taxable property. The county treasurer/tax collector computes the rate of tax necessary to pay debt service, and presents the tax rolls (including rates of tax for all taxing jurisdictions in the county) to the county board of supervisors for approval. The county treasurer/tax collector prepares and mails tax bills to taxpayers and collects the taxes. The State Board of Equalization also assesses certain special classes of property.

Locally taxed property is classified either as “secured” or “unsecured,” and is listed accordingly on separate parts of the assessment roll. The “secured roll” is that part of the assessment roll containing State-assessed property and property (real or personal) for which there is a lien on real property sufficient, in the opinion of the county assessor, to secure payment of the taxes. All other property is “unsecured”, and is assessed on the “unsecured roll”. Property assessed by the State Board of Equalization is commonly identified for taxation purposes as “utility” property.

The treasurer-tax collector of a county prepares the property tax bills. Property taxes on the regular secured assessment roll are due in two equal installments: the first installment is due on November 1 and on February 1. In the County, if the first installment is not paid by 5:00 p.m. December 10, a 10% penalty attaches. If the second installment is not paid by 5:00 p.m. April 10, a 10% penalty and a \$10 cost attach. If taxes remain unpaid by June 30, the tax is deemed to be in default. The property owner has the right to redeem the property by paying the taxes, accrued penalties, and costs within five years of the date the property went into default. If the property is not redeemed within five years, it is subject to sale at a public auction by the treasurer-tax collector.

To collect unpaid taxes, a county treasurer-tax collector may obtain a judgment lien upon and cause the sale of all property owned by the taxpayer in the county, and may seize and sell personal property, improvements and possessory interests of the taxpayer. The treasurer-tax collector may also bring a civil suit against the taxpayer for payment.

Alternative Method of Tax Apportionment

As an alternative method of property tax allocation for the County, the County Board of Supervisors approved on September 28, 1993, implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “Teeter Plan”) pursuant to sections 4701 through 4717 of the State’s Revenue & Taxation Code. The Teeter Plan guarantees distribution of 100% of the *ad valorem* taxes and assessments levied to the taxing entities within the County, with the County retaining all penalties and interest affixed upon delinquent properties and redemptions of subsequent collections.

The County Treasurer’s cash position is protected by a special fund, known as the “Tax Loss Reserve Fund,” which accumulates moneys from tax and penalty collections. Amounts exceeding the amount required to be maintained in the tax loss reserve fund may be credited to the County’s general fund. Amounts required to be maintained in the tax loss reserve fund may be drawn on to the extent of the amount of uncollected taxes credited to each agency in advance of receipt.

The Teeter Plan is to remain in effect unless the County Board of Supervisors orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors receives a petition for its discontinuance from two-thirds of the participating revenue districts in the County. The Board of Supervisors may also, after holding a public hearing on the matter, discontinue the procedures with respect to any tax levying agency or assessment levying agency in the County if the rate of secured tax delinquency in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured rolls in that agency.

As long as the Teeter Plan remains in effect in the County, the District will be credited with the full amount of the Special Tax levy no matter the delinquency rate within the District.

## Covenant to Foreclose

*Sale of Property for Nonpayment of Taxes.* The Fiscal Agent Agreement provides that the Special Taxes are to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure (described below) and in the Law, is to be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is subject to sale by the County.

*Reconciliation of Special Tax Collections.* In order to determine if there are delinquencies with respect to the payment of the Special Taxes, no later than February 25 and June 25 in every year (each a “reconciliation date”) commencing February 25, 2014, the District will reconcile or cause to be reconciled the amount of Special Taxes levied to the amount of Special Taxes theretofore reported by the County as paid and received. No later than 45 days after the reconciliation date, commencing on the first reconciliation date in 2014, the District will send or cause to be sent a notice of delinquency to all property owners reported to be delinquent in the payment of the Special Taxes as of the reconciliation date.

*Foreclosure Under the Law.* Under Section 53356.1 of the Law, if any delinquency occurs in the payment of the Special Tax, the District may order the institution of a Superior Court action to foreclose the lien therefor within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at judicial foreclosure sale.

Such judicial foreclosure action is not mandatory. However, the District has covenanted in the Fiscal Agent Agreement that it (i) will commence judicial foreclosure proceedings against parcels with delinquent Special Taxes in excess of \$5,000 by the October 1 following the close of each Fiscal Year in which such Special Taxes were due, (ii) will commence judicial foreclosure proceedings against all parcels with delinquent Special Taxes by the October 1 following the close of each Fiscal Year in which it receives Special Taxes in an amount which is less than 95% of the total Special Tax levied or the amount on deposit in the Reserve Fund is at less than its required balance, and (iii) will diligently pursue such foreclosure proceedings until the delinquent Special Taxes are paid.

Notwithstanding the foregoing, however, if the County is then including the District in the Teeter Plan, the District may elect to defer foreclosure proceedings on any parcel which is owned by a delinquent property owner whose property is not, in the aggregate, delinquent in the payment of Special Taxes in excess of \$25,000 so long as (i) the amount in the Reserve Fund is at least equal to the Reserve Requirement, and (ii) with respect to the Refunding Bonds, or any Parity Bonds, the District is not in default in the payment of the principal of or interest on the Refunding Bonds or any such Parity Bonds. The District may, but shall not be obligated to, advance funds from any source of legally available funds in order to maintain the Reserve Fund at the Reserve Requirement or to avoid a default in payment on the Refunding Bonds.

The District covenants that it will deposit the net proceeds of any foreclosure in the Special Tax Fund and will apply such proceeds remaining after the payment of Administrative Expenses, up to the Administrative Expense Requirement, to make current payments of principal and interest on the Refunding Bonds and any Parity Bonds, to bring the amount on deposit in the Reserve Fund up to the Reserve Requirement, and to pay any delinquent installments of principal or interest due on the Refunding Bonds and any Parity Bonds.

*Sufficiency of Foreclosure Sale Proceeds; Foreclosure Limitations and Delays.* No assurances can be given that the real property subject to a judicial foreclosure sale will be sold or, if sold, that the proceeds of sale will be sufficient to pay any delinquent Special Tax installment. The Law does not require the District to purchase or otherwise acquire any lot or parcel of property foreclosed upon if there is no other purchaser at such sale.

Section 53356.6 of the Law requires that property sold pursuant to foreclosure under the Law be sold for not less than the amount of judgment in the foreclosure action, plus post-judgment interest and authorized costs, unless the consent of the owners of 75% of the outstanding Refunding Bonds is obtained. However, under Section 53356.5 of the Law, the District, as judgment creditor, is entitled to purchase any property sold at foreclosure using a “credit bid,” where the District could submit a bid crediting all or part of the amount required to satisfy the judgment for the delinquent amount of the Special Taxes. If the District becomes the purchaser under a credit bid, the District must pay the amount of its credit bid into the redemption fund established for the Refunding Bonds, but this payment may be made up to 24 months after the date of the foreclosure sale.

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent on the nature of the defense, if any, put forth by the debtor and the Superior Court calendar. In addition, the ability of the District to foreclose the lien of delinquent unpaid Special Taxes may be limited in certain instances and may require prior consent of the

property owner if the property is owned by or in receivership of the Federal Deposit Insurance Corporation (the "FDIC"). See "SPECIAL RISK FACTORS—Bankruptcy."

#### Special Tax Fund

Under the Fiscal Agent Agreement, the Special Taxes and other amounts constituting Gross Taxes collected by the District will be transferred, no later than 10 days after receipt thereof, to the Fiscal Agent and will be held in trust in the Special Tax Fund for the benefit of the Bondowners (exclusive of the Administrative Expense Requirement) and will, exclusive of the Prepaid Special Taxes, be transferred from the Special Tax Fund in the following order of priority:

- (a) To the Administrative Expense Fund, an amount specified in writing by the District, up to the Administrative Expense Requirement of \$\_\_\_\_\_ for Fiscal Year 2013-14 (which increases at 2% per Fiscal Year thereafter).
- (b) To the Interest Account of the Bond Fund an amount such that the balance in the Interest Account one Business Day prior to each Interest Payment Date equals the installment of interest due on the Refunding Bonds on that Interest Payment Date. Moneys in the Interest Account will be used for the payment of interest on the Refunding Bonds as it becomes due.
- (c) To the Principal Account of the Bond Fund, an amount up to the amount needed to make the principal payment due on the Refunding Bonds during the current Bond Year.
- (d) To the Sinking Fund Redemption Account of the Redemption Fund an amount up to the amount needed to make the Mandatory Sinking Payments due on the Refunding Bonds during the current Bond Year.
- (e) To the Reserve Fund, the amount, if any, necessary to replenish the Reserve Fund to the Reserve Requirement.
- (f) Provided all the amounts due in the current Bond Year are funded under (b), (c), (d) and (e) above, to the extent there are additional Administrative Expenses, to the Administrative Expense Fund in the amount specified in writing by the District required to bring the balance therein to the amount needed pay such Administrative Expenses.
- (g) Any remaining Special Taxes and other amounts constituting Gross Taxes will remain in the Special Tax Fund, subject to the provisions of (h), below.
- (h) Any remaining Special Taxes and other amounts constituting Gross Taxes, if any, will remain in the Special Tax Fund until the end of the Bond Year. Any remaining funds in the Special Tax Fund, which are not required to cure a delinquency in the payment of principal and interest on the Refunding Bonds (including payment of Mandatory Sinking Payments due during the current Bond Year), to restore the Reserve Fund as provided for in (e), above, or to pay current or pending Administrative Expenses as provided for in (a) and (f), above, will be deposited in the Surplus School Facilities Fund and used in accordance with the Fiscal Agent Agreement and will be free and clear of any lien thereon or pledge under the Fiscal Agent Agreement; provided, any funds required to cure any delinquency described above will be retained in the Special Tax Fund and expended or transferred, at the earliest possible date, for such purpose.

At the date of the redemption, defeasance or maturity of the last Refunding Bond and after all principal and interest then due on any Refunding Bond has been paid or provided for, all other covenants are complied with and all fees and expenses of the Fiscal Agent have been paid, moneys in the Special Tax Fund will be transferred to the District by the Fiscal Agent and may be used by the District for any lawful purpose under the District proceedings.

#### Bond Fund

One Business Day prior to each Interest Payment Date, the Fiscal Agent will withdraw from the Special Tax Fund, or the Reserve Fund if moneys are unavailable in the Special Tax Fund, and deposit in the Principal Account and the Interest Account of the Bond Fund an amount equal to all of the principal and all of the interest due and payable on the Refunding Bonds on the ensuing Interest Payment Date, less amounts on hand in the Bond Fund available to pay principal of or interest on such Refunding Bonds. The Fiscal Agent will apply moneys in the Interest Account and Principal Account to the payment of interest and principal, respectively, on the Refunding Bonds on each Interest Payment Date.

### Reserve Fund

On the Closing Date, a [portion of the proceeds of the Refunding Bonds / surety bond] equal to the Reserve Requirement will be deposited in the Reserve Fund, which will be held in trust by the Fiscal Agent for the benefit of the Bondowners as a reserve for the payment of principal of, and interest and any premium on, the Refunding Bonds and will be subject to a lien in favor of the Bondowners.

Except as otherwise provided in the Fiscal Agent Agreement, moneys in the Reserve Fund shall be used solely for the purpose of:

(i) making transfers to the Bond Fund or Redemption Fund to pay the principal of, including Mandatory Sinking Payments, and interest on Refunding Bonds when due to the extent that moneys in the Interest Account and the Principal Account of the Bond Fund or moneys in the Sinking Fund Redemption Account are insufficient therefore,

(ii) making any required transfer to the Rebate Fund pursuant to the Fiscal Agent Agreement upon written direction from the District,

(iii) making any transfers to the Bond Fund or Redemption Fund in connection with prepayments of the Special Taxes,

(iv) paying the principal and interest due on the Refunding Bonds in the final Bond Year, and

(v) application to the defeasance of such Refunding Bonds in accordance with the Fiscal Agent Agreement.

If the amounts in the Interest Account or the Principal Account of the Bond Fund and the Sinking Fund Redemption Account of the Redemption Fund are insufficient to pay the principal of, including Mandatory Sinking Payments, or interest on the Refunding Bonds when due, the Fiscal Agent will, one Business Day prior to an Interest Payment Date, withdraw from the Reserve Fund for deposit in the Interest Account and the Principal Account of the Bond Fund, or the Sinking Fund Redemption Account of the Redemption Fund, moneys necessary for such purpose.

Following any transfer to the Interest Account or the Principal Account of the Bond Fund, or the Sinking Fund Redemption Account of the Redemption Fund, the Fiscal Agent will notify the District of the amount needed to replenish the Reserve Fund to the Reserve Requirement and the District will include such amount as is required at that time to correct such deficiency in the next Special Tax levy to the extent of the permitted maximum Special Tax rates. See “APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT” for a complete description of the timing, purpose and manner of disbursements from the Reserve Fund.

*Reserve Requirement.* The “Reserve Requirement” is defined in the Fiscal Agent Agreement to mean, as of any date of calculation, an amount equal to the least of (i) 10% of the original principal amount of the Refunding Bonds and any Parity Bonds, (ii) Maximum Annual Debt Service, or (iii) 125% of average Annual Debt Service on the Refunding Bonds or any Parity Bonds.

As of the Closing Date, the Reserve Requirement is \$ \_\_\_\_\_. [The Reserve Fund will be funded with a debt service reserve insurance policy issued by \_\_\_\_\_ (the “Reserve Policy”) upon the closing of the Refunding Bonds.]

### Investment of Moneys in Funds

Moneys in any fund or account created or established by the Fiscal Agent Agreement and held by the Fiscal Agent will be invested by the Fiscal Agent in Authorized Investments, as directed in writing by the District. See “APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT” for a definition of “Authorized Investments” and other restrictions on the investment of moneys in the funds and accounts held under the Fiscal Agent Agreement.

### Parity Bonds

Pursuant to the Law and under the authority of the Fiscal Agent Agreement, additional series of bonds on parity with the Refunding Bonds (“Parity Bonds”) may be issued in the future by the District solely for the purpose of defeasing and refunding all or a portion of the Refunding Bonds or any Parity Bonds then outstanding. Parity Bonds which may be issued to effect a

partial refunding of the Refunding Bonds may only be issued subject to additional specific conditions as fully described in the Fiscal Agent Agreement.

## THE DISTRICT

### General

Pursuant to the Law, the Board established the District and voters approved the 1992 Authorization on December 21, 1992 (see "THE REFUNDING BONDS—Authority for Issuance" herein), including the Original Rate and Method. The seven members of the Board serve as the Legislative Body of the District by virtue of their election to the Board.

On September 3, 1993, the District issued the 1993 Bonds. On March 11, 1996, the qualified voters of the District approved the Amended Rate and Method. Property within CFD 95-1 is no longer subject to the levy of Special Taxes to pay debt service on bonds of the District. On January 10, 1997, the District issued the 1997 Bonds, and on July 1, 1998, the District issued the 1998 Bonds. In addition to refunding the 1993 Bonds and 1997 Bonds, a portion of the proceeds of the 1998 Bonds were used to finance additional facilities for the District.

The District consists of approximately 1,003 gross acres of land located within the School District in the southeasterly portion of Orange County. The land within the District is within the Las Flores Project.

### Amended Rate and Method of Apportionment

The Special Taxes will be levied and collected according to the Amended Rate and Method, which provides the means by which the Board may annually levy the Special Taxes within the District, up to the maximum Special Tax rates, and to determine the amount of the Special Taxes that will need to be collected each Fiscal Year from the "Taxable Property" within the District.

The following is a synopsis of the provisions of the Amended Rate and Method, which should be read in conjunction with the complete text of the Amended Rate and Method which is attached as "APPENDIX B." Capitalized terms used but not defined in this section have the meanings as set forth in APPENDIX B. This section provides only a summary of the Amended Rate and Method, and is qualified by more complete and detailed information contained in the entire Amended Rate and Method attached as APPENDIX B.

The Amended Rate and Method defines two categories of taxable property: "Developed Property," and "Undeveloped Property." The category of Developed Property is in turn divided into two separate special tax classifications based on the type of use of the structure built thereon, "Residential Property" and "Commercial Property."

Developed Property is distinguished from Undeveloped Property by the issuance of a building permit. Specifically, property for which a building permit was issued as of March 1 will be classified as Developed Property in the following fiscal year.

The Special Tax is levied each year as follows:

*First:* The Special Tax shall be levied proportionately on each parcel of Developed Property in the District up to 100% of the Assigned Special Tax for residential and commercial property;

*Second:* If additional funds are needed, the Special Tax will be levied proportionally on each parcel of Undeveloped Property in the District up to 100% of the Maximum Special Tax for such property;

*Third:* If additional monies are needed, the levy of the Special Tax on each parcel of Developed Property in the District whose Maximum Special Tax is determined through the application of the Backup Special Tax will be increased in equal percentages from the Assigned Special Tax up to the Maximum Special Tax for each such parcel;

*Fourth:* If additional monies are needed, the Special Tax will be levied on all Public Property, Homeowner Association Property, Religious Property and Undevelopable Property in the District which is not exempt from taxation at up to 100% of the Maximum Special Tax for Undeveloped Property.

The Special Tax may be levied on parcels of taxable property in the District in each fiscal year to pay (i) debt service on the Bonds, (ii) the administrative expenses of the District, (iii) any amount required to replenish the Reserve Fund, (iv) the costs of remarketing, credit enhancement and liquidity facility fees, (v) an amount equal to the estimated delinquencies expected in payment of Special Taxes, and (vi) the costs of acquisition, construction and/or rehabilitation of authorized facilities of the District (not to exceed a total of \$2,000,000 for purposes of rehabilitation).

Special Tax Rates and Historical Collections

In fiscal year 2012-13, the Special Tax Requirement was comprised of the following:

Requirement	Amount
Interest Due March 1, 2013	\$ 458,955
Interest Due September 1, 2013	458,955
Principal Due September 1, 2013	1,295,000
County Collection Charge	8,532
Administration Expenses	67,500
Special Reserve Fund (Pay-As-You-Go)	550,000
Total	\$2,838,942

Application of the Assigned Special Tax under the first step of the Amended Rate and Method generated special tax revenues of \$3,992,862 from Residential Property and \$100,343 from Commercial Property, which was more than sufficient to meet the Special Tax Requirement of \$2,838,942 in fiscal year 2012-13. Consequently, the Special Tax for fiscal year 2012-13 on Developed Property was equal to approximately 69 percent of the Assigned Special Tax.

The following table identifies the Assigned / Maximum Special Tax rates for fiscal year 2012-13 along with actual tax rates.

Community Facilities District No. 92-1 of the  
 Capistrano Unified School District  
 Fiscal Year 2012-13 Assigned / Maximum and Actual Tax Rates

Land Use Class	Description	Assigned / Maximum Special Tax	Special Tax Levy	Percent of Assigned / Maximum
1	Residential Property (per building square foot)	\$ 1.1074	\$0.7681	69.4%
2	Commercial Property (per acre)	16,374.55	11,356.97	69.4%
N/A	Undeveloped Property (per acre)	20,395.35	0.00	0.0%

Source: David Taussig & Associates, Inc.

The following table identifies Assigned / Maximum Special Tax rates for fiscal year 2013-14.

**Community Facilities District No. 92-1 of the  
Capistrano Unified School District  
Fiscal Year 2013-14 Assigned / Maximum Tax Rates**

Land Use	Assigned / Maximum Special Tax <sup>1</sup>
Residential Property	\$1.1295 per building square foot
Non-Residential Property	\$16,702.04 per Acre
Undeveloped Property	\$20,803.26 per Acre
Backup Special Tax	\$19,072.13 per Acre

<sup>1</sup> Based on the Assigned Special Tax rate for Residential and Non-Residential Property, and the Maximum Special Tax rate for Undeveloped Property. The Maximum Special Tax for Developed Property is the greater of the amount derived from the application of the Assigned Special Tax rate or the Backup Special Tax.

Source: David Taussig & Associates, Inc.

The following table illustrates historical Residential Property units and square footage within the District, the number of Commercial Property acreage, the number of Undeveloped Property acreage, and the Special Tax levy.

**Community Facilities District No. 92-1 of the  
Capistrano Unified School District  
Summary of Development and Special Tax Levies by Year**

Fiscal Year	Residential Property Units	Residential Property Building Square Feet	Commercial Property Acres	Undeveloped Property Acres	Total Tax Levy <sup>1</sup>	Change in Tax Levy
2003-04	1,981	3,573,060	6.13	3.89	\$2,553,913	NA
2004-05	1,981	3,577,613	6.13	3.89	2,608,615	2.14%
2005-06	1,981	3,586,635	6.13	3.89	2,658,226	1.90%
2006-07	1,981	3,595,725	6.13	0.17	2,718,405	2.26%
2007-08	1,981	3,598,802	6.13	0.17	2,775,122	2.09%
2008-09	1,981	3,600,806	6.13	0.17	2,832,427	2.06%
2009-10	1,981	3,603,624	6.13	0.17	2,891,203	2.08%
2010-11	1,981	3,604,114	6.13	0.17	2,891,585	0.01%
2011-12	1,981	3,604,512	6.13	0.17	2,891,895	0.01%
2012-13	1,981	3,605,619	6.13	0.17	2,838,941	-1.83%

<sup>1</sup> Developed Property was levied from approximately 69%-75% of the Assigned Special Tax every year. There was no levy on Undeveloped Property in any year.

Source: David Taussig & Associates, Inc.



Coverage Ratios

The following table illustrates projected debt service coverage ratios for the Refunding Bonds, based on projected Special Tax revenues at the Maximum Special Tax for Residential Property and Commercial Property.

Community Facilities District No. 92-1 of the  
Capistrano Unified School District  
Projected Debt Service Coverage Ratios

Bond Year Ending Sep 1	Residential Developed Special Tax Revenues <sup>1,2</sup>	Commercial Developed Special Tax Revenues <sup>3</sup>	Annual Administrative Expenses <sup>4</sup>	Net Special Tax Revenues	Estimated Refunding Debt Service <sup>5</sup>	Coverage from Developed Property
2014	\$4,072,720	\$102,350	\$134,587	\$4,040,483	\$2,109,616	191.5%
2015	4,154,174	104,397	137,279	4,121,293	2,111,520	195.2%
2016	4,237,258	106,485	140,024	4,203,719	2,110,092	199.2%
2017	4,322,003	108,615	142,825	4,287,793	2,110,092	203.2%
2018	4,408,443	110,787	145,681	4,373,549	2,111,282	207.2%
2019	4,496,612	113,003	148,595	4,461,020	2,108,663	211.6%
2020	4,586,544	115,263	151,567	4,550,240	2,111,758	215.5%
2021	4,678,275	117,568	154,598	4,641,245	2,110,568	219.9%
2022	4,771,840	119,919	157,690	4,734,070	2,109,854	224.4%
2023	4,867,277	122,318	160,844	4,828,751	2,109,378	228.9%

<sup>1</sup> Residential Property Developed Special Tax Revenues for Fiscal Year 2013-14 and each year thereafter are equal to 100% of the Assigned Special Tax. The Assigned Special Tax rates escalate at two percent per year. The District is essentially built out. In Fiscal Year 2012-13, Special Taxes were levied at approximately 69% of the Assigned Special Tax rates.

<sup>2</sup> Pursuant to Section 53321(d) of the Government Code, the special tax levied against any Assessor's parcel for which an occupancy permit for private residential use has been issued shall not be increased as a consequence of delinquency or default by the owner of any other Assessor's parcel within the District by more than ten percent above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. As a result, it is possible that the District may not be able to increase the tax levy to the assigned special tax in all years.

<sup>3</sup> Non-Residential Property Developed Special Tax Revenues for Fiscal Year 2013-14 and each year thereafter are based on 100% of the Assigned Special Tax. The Assigned Special Tax rates escalate at two percent per year.

<sup>4</sup> Based on the Administrative Expense Cap of \$100,000, which escalates as two percent per Bond Year beginning Bond Year 2000.

<sup>5</sup> Based on estimated bond sizing dated May 15, 2013 provided by GFS. [TO UPDATE]

Source: David Taussig & Associates, Inc.

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Special Tax Delinquencies

The following table lists historical delinquency information.

Community Facilities District No. 92-1 of the  
Capistrano Unified School District  
Historical Delinquency <sup>1</sup>

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Fiscal Year	Total Tax Levy	Delinquent Special Tax at FY End <sup>2</sup>	Delinquency Rate at FY End <sup>2</sup>	Number of Delinquent Parcels	Delinquent Special Tax <sup>3</sup>	Delinquency Rate <sup>3</sup>
2004-05	\$2,608,615	\$20,681	0.79%	0	\$ 0	0.00%
2005-06	2,658,226	31,200	1.17	0	0	0.00
2006-07	2,718,405	48,865	1.80	0	0	0.00
2007-08	2,775,122	70,722	2.55	0	0	0.00
2008-09	2,832,427	75,471	2.66	0	0	0.00
2009-10	2,891,203	37,392	1.29	0	0	0.00
2010-11	2,891,585	30,202	1.04	0	0	0.00
2011-12	2,891,895	51,762	1.79	0	0	0.00
2012-13	2,838,941	42,399 <sup>4</sup>	1.49 <sup>4</sup>	43 <sup>4</sup>	\$42,399 <sup>4</sup>	1.49 <sup>4</sup>

<sup>1</sup> District is a participant in the County's Teeter Plan.

<sup>2</sup> As of fiscal year end of year levied.

<sup>3</sup> Unless otherwise noted, delinquency data as of May 10, 2013 provided by the Orange County Tax Collector.

<sup>4</sup> Delinquency data as of April 29, 2013 provided by the Orange County Tax Collector.

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Source: David Taussig & Associates, Inc.

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Major Taxpayers

The following table lists, in descending order, the taxpayers with the largest estimated apportionments of the Special Tax levy for fiscal year 2013-14 and their respective estimated apportionments.

Community Facilities District No. 92-1 of the  
Capistrano Unified School District  
Major Taxpayers

<u>Property Owner</u> <sup>1</sup>	<u>Number of Parcels Taxed</u>	<u>Estimated Fiscal Year 2013-14 Special Tax Levy</u>	<u>% of Total Levy</u>	<u>Delinquent Special Tax as of April 29, 2013</u> <sup>2</sup>	<u>Delinquency Rate As of April 29, 2013</u> <sup>2</sup>
1 OC/SD Holdings LLC	1	\$ 345,104	12.62%	\$ 0	0.00%
2 Clingan, Terence S Trust	1	24,425	0.89	0	0.00%
3 Haynosch, Carol J Trust	2	14,631	0.53	0	0.00%
4 Peever Family Holdings I	1	10,429	0.38	0	0.00%
5 Peever Family Holdings II	1	8,951	0.33	0	0.00%
6 Other Individual Owners <sup>3</sup>	1,478	\$2,331,797	85.25	42,399	1.49%
Total	1,484	\$2,735,337	100.00%	\$42,399	1.49%

<sup>1</sup> Reflects ownership as of January 1, 2012 provided by the County of Orange Assessor.

<sup>2</sup> Delinquency data as of April 29, 2013 provided by the Orange County Tax Collector.

<sup>3</sup> Includes owners responsible for less than 0.33% of the estimated FY 2013-14 special tax levy.

Source: David Taussig & Associates, Inc.

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Historical Assessed Valuation

The following table shows historical net assessed valuation of Taxable Property within the District. This information is has been included for general area information purposes only; the Special Tax is levied by square footage or acreage of Taxable Property and is not dependent on assessed value.

Community Facilities District No. 92-1 of the  
Capistrano Unified School District  
Historical Net Assessed Valuation <sup>1</sup>

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<u>As of January 1</u>	<u>Net Assessed Value of District <sup>2</sup></u>	<u>Annual Change</u>
2003	\$549,972,664	n/a
2004	588,519,662	7.0%
2005	644,464,117	9.5%
2006	704,607,814	9.3%
2007	741,480,053	5.2%
2008	790,901,458	6.7%
2009	764,397,814	-3.4%
2010	732,808,796	-4.1%
2011	728,173,665	-0.6%
2012	729,816,059	0.2%

<sup>1</sup> Reflects value for taxable property only.

<sup>2</sup> Net assessed values as of January 1 provided by the Orange County Assessor.

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Source: David Taussig & Associates, Inc.

Tax Rates

The State Constitution permits the levy of an *ad valorem* tax on taxable property not to exceed 1% of the full cash value of the property, and State law requires the full 1% tax to be levied. The levy of special *ad valorem* property taxes in excess of the 1% levy is permitted as necessary to provide for debt service payments on school bonds and other voter-approved indebtedness.

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The following table shows *ad valorem* property tax rates for the last five years in the tax rate area of the District (TRA 82-357). TRA 82-357 comprises 100% of the total assessed value of taxable property in the District.

**Community Facilities District No. 92-1 of the  
Capistrano Unified School District  
Typical Total Tax Rates TRA 82-357**

<u>Ad Valorem Property Taxes</u>	<u>Fiscal Year 2010-11</u>	<u>Fiscal Year 2011-12</u>	<u>Fiscal Year 2012-13</u>
Basic Levy	1.0000%	1.0000%	1.0000%
Metropolitan Water District G.O. Bonds	0.0037	0.0037	0.0035
Santa Margarita Water District ID No. 4	0.1362	0.1338	0.1637
Santa Margarita Water District ID No. 4B	0.3502	0.3465	0.3940
Total <i>Ad Valorem</i> Property Taxes on All Property	1.0037%	1.0037%	1.0035%
Total <i>Ad Valorem</i> Property Taxes on Land Only	0.4864%	0.4803%	0.5577%

<sup>1</sup> There is one tax rate area in the District. Tax Rate Area 82-357 has a Fiscal Year 2012-13 net assessed valuation of \$729,816,059, and land assessed valuation of \$329,531,769, representing 100% of the District's taxable assessed valuation. The table summarizes the total ad valorem tax rates in Tax Rate Area 82-357 during the three-year period from 2010-11 to 2012-13.

Source: California Municipal Statistics, Inc.

Property owners within the District are subject to other special taxes and assessments levied by other taxing authorities that provide services within the District. Such non-*ad valorem* special taxes and assessments are not represented in this table. See "THE DISTRICT – Tax Burden on Single-Family Home" for more information.

Direct and Overlapping Debt

Contained within the District's boundaries are numerous overlapping local entities providing public services. These local entities may have outstanding bonds issued in the form of general obligation, lease revenue and special assessment bonds. The first column in the table below names the public agencies that have outstanding debt as of the date of the report and whose boundaries overlap the District, while the remaining columns identify the amount of tax levy in the District, the percentage of each overlapping entity's assessed value located within the boundaries of the District, the total debt outstanding for the overlapping entity, and the corresponding portion of each overlapping entity's existing debt allocable to property within the District.

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In addition, property owners within the District may be subject to other special taxes and assessments levied by other taxing authorities that provide services within the District. Such non-*ad valorem* special taxes and assessments are not represented in this statement of direct and overlapping debt. See "THE DISTRICT – Tax Burden on Single-Family Home" for more information.

Community Facilities District No. 92-1 of the  
Capistrano Unified School District  
Direct and Overlapping Debt Summary (As of March 2, 2013)

	Actual FY 2012-13 Total Levy	Amount of Levy on Parcels in Improvement Area	Percent of Levy on Parcels in Improvement Area	Total Debt Outstanding <sup>1</sup>	Improvement Area Share of Total Debt Outstanding
Overlapping District					
Metropolitan Water District	\$92,246,662	\$ 25,544	0.0277%	\$165,085,000	\$ 45,713
Santa Margarita Water District ID No. 4	10,580,329	1,692,805	15.9995	96,105,000	15,376,365
Santa Margarita Water District ID No. 4B	891,304	144,994 <sup>2</sup>	16.2676	11,470,000	1,865,896
Estimated Share of Overlapping Debt Allocable to the District					\$17,287,974
Plus Refunding Bonds					18,410,000 <sup>3</sup>
Estimated Share of Direct and Overlapping Debt Allocable to the District					\$35,697,974
<sup>1</sup> As of March 2, 2013.					
<sup>2</sup> Based on the portion of the total ID 4B rate (\$0.0440 per \$100 of land value) attributable to ID 4B debt as provided by the Water District. The remainder of the ID 4B rate goes to pay for ID 4 debt.					
<sup>3</sup> Based on estimated bond sizing provided by GFSI [TO UPDATE]					

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Tax Burden on Single-Family Home

The base property tax rate on property in the District is 1%; the levy of special *ad valorem* property taxes in excess of the 1% levy is permitted as necessary to provide for debt service payments on school bonds and other voter-approved indebtedness. Additionally, property in the District is also subject to certain annual charges and assessments.

The following table sets forth an estimated sample tax bill of a single-family home in the District with a net assessed value of \$434,170 for fiscal year 2013-14, and is representative of the applicable annual charges and assessments in the District.

Community Facilities District No. 92-1 of the  
Capistrano Unified School District  
Tax Burden on Single-Family Home

Assessed Valuation and Property Taxes	Percent of Net AV	Expected Amount	Maximum Amount
TOTAL ASSESSED VALUE [1]	\$441,170		
NET ASSESSED VALUE [1]	\$434,170		
ASSESSED LAND VALUE [1]	\$203,973		
Unit Size for Residential Property [2]	2,125 Square Feet		
Lot Size for Residential Property [3]	4,639 Square Feet		
<b>AD VALOREM PROPERTY TAXES [4]</b>			
Basic Levy	1.0000%	\$4,341.70	
Metropolitan Water District G.O. Bonds	0.00350%	\$15.20	
Santa Margarita Water Improvement District #4	0.1637% of land value	\$333.90	
<u>Santa Margarita Water Improvement District #4B [5]</u>	<u>0.3940% of land value</u>	<u>\$803.65</u>	
Total General Property Taxes and Overrides	1.26551%	\$5,494.45	
<b>ASSESSMENTS, SPECIAL TAXES AND PARCEL CHARGES</b>			
Mosquito & Fire Ant Assessment [6]		\$5.02	
Vector Control Charge [7]		\$1.92	
Metropolitan Water District West Standby Charge [8]		\$10.08	
Santa Margarita Water District ID No. 4 D/S Charge [9]		\$16.71	
<u>Capistrano Unified School District CFD No. 92-1 [10]</u>		<u>\$1,572.57</u>	<u>\$2,400.19</u>
Total Assessments and Parcel Charges		\$1,606.30	\$2,433.92
<b><u>PROJECTED TOTAL PROPERTY TAXES</u></b>		<b><u>\$7,100.75</u></b>	<b><u>\$7,928.37</u></b>
<b>Projected Total Effective Tax Rate (as % of Assessed Value)</b>		<b>1.60953%</b>	<b>1.79712%</b>

Source: David Taussig & Associates, Inc.

[1]

Based on average assessed value for 1,477 "Developed/Sold" residential units, excluding apartments, as of January 1, 2012 provided by the Orange County Assessor. Net Assessed Value includes \$7,000 homeowner's exemption. Total Assessed Value used to determine the Total Effective Tax Rate.

[2] Based on the average unit size for 1,477 "Developed/Sold" single family detached units, excluding apartments.

[3] Based on the average lot size for 1,477 "Developed/Sold" single family detached units, excluding apartments.

[4] Estimated based on actual FY 2012-2013 ad valorem rates.

[5] Based on the actual ID 4B rate of \$0.3940 per \$100 of land value shown on County tax bills. \$0.0440 of this amount is applied to ID 4B debt; the remaining \$0.3500 is applied to ID 4 debt.

[6] Estimated based on the FY 2012-2013 rate of \$5.02 per benefit unit. Detached residential parcels are assessed at 1 benefit unit.

[7] Estimated based on the FY 2012-2013 rate of \$1.92 per benefit unit. Residential parcels are assessed at 1 benefit unit.

[8] Estimated based on the FY 2012-2013 rate of \$10.08 per parcel or per acre, whichever is greater.

[9] Estimated based on the FY 2012-2013 rate of \$16.71 per parcel.

[10] Expected amount based on the Capistrano Unified School District CFD No. 92-1 expected FY 2013-2014 Special Tax rate of \$0.7400 per unit SF for Developed Residential Property. Maximum amount based on the FY 2013-14 Assigned Special Tax. The Assigned Special Tax rate escalates at two percent per year.

Source: David Taussig & Associates, Inc.

Value-to-Lien

The following table sets forth the distribution of assessed value-to-Refunding Bonds lien ratios among parcels of properties subject to the Special Tax levy, based on fiscal year 2012-13 total assessed values (including exemptions) and the Refunding Bonds.

**Community Facilities District No. 92-1 of the  
Capistrano Unified School District  
Value-to-Lien of Special Tax Bonds Distribution**

Value-to-Lien Range	Number of Parcels Taxed	Estimated FY 2013-14 District Levy	Percentage of Estimated FY 2013-14 Levy	District Bonds Outstanding <sup>1</sup>	MWD Bonds Outstanding <sup>2</sup>	SMWD ID No. 4 Bonds Outstanding <sup>2</sup>	SMWD ID No. 4B Bonds Outstanding <sup>2</sup>	Total Direct and Overlapping Debt	FY 2012-13 Net Assessed Value <sup>3</sup>	Estimated Assessed Value-to-Lien Ratios
0-2.99	0	\$0	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	0.00 to 1
3.00-9.99	12	\$19,974	0.73%	\$134,435	\$75	\$18,670	\$2,266	\$155,445	\$1,196,501	7.70 to 1
10.00-19.99	612	\$973,584	35.59%	\$6,552,644	\$15,952	\$6,248,570	\$758,254	\$13,575,420	\$254,673,040	18.76 to 1
20.00 or Greater	860	\$1,741,778	63.68%	\$11,722,921	\$29,679	\$9,103,679	\$1,104,716	\$21,960,995	\$473,829,821	21.58 to 1
<b>Grand Total</b>	<b>1,484</b>	<b>\$2,735,337</b>	<b>100.00%</b>	<b>\$18,410,000</b>	<b>\$45,706</b>	<b>\$15,370,919</b>	<b>\$1,865,236</b>	<b>\$35,691,861</b>	<b>\$729,699,362</b>	<b>20.44 to 1</b>

<sup>1</sup> Based on bond sizing provided by GFSI [TO UPDATE]. Allocated based on estimated fiscal year 2013-2014 levy.

<sup>2</sup> As of March 2, 2013. Allocated based on fiscal year 2012-2013 levy.

<sup>3</sup> Fiscal year 2012-2013 net assessed values as of January 1, 2012 provided by the Orange County Assessor.

The aggregate value-to-total lien ratio of Taxable Property in the District, based on fiscal year 2012-13 assessed values of Taxable Property net of homeowner's exemption (\$729,699,362) and the total direct and overlapping tax and assessment debt (\$35,691,861) is 20.4, with the issuance of the Refunding Bonds. See "THE DISTRICT—Direct and Overlapping Debt" for details.

Although the Special Tax constitutes a lien on parcels subject to taxation within the District, it does not constitute a personal indebtedness of the owners of property within the District. There is no assurance that the owners will be financially able to pay the annual Special Tax or that they will pay such tax even if financially able to do so. The risk of the property owners not paying the annual Special Tax is more fully described in "SPECIAL RISK FACTORS."

No estimates are available for the market value of the property in the District. The net taxable assessed valuation of property in the District for fiscal year 2012-13 is \$729,699,362, which is approximately 39.6 times the aggregate principal amount of the Refunding Bonds, and approximately 20.4 times the principal amount of the Refunding Bonds plus overlapping bonded tax and assessment indebtedness. This net taxable assessed valuation may not be representative of the actual market value of property in the District, however, since Article XIII A of the California Constitution limits any increase in assessed value to no more than 2% per year unless property is sold or transferred. As a consequence, typically the assessed value for a parcel is less than the actual market value unless the parcel recently has changed ownership. However, if the actual market value of a parcel decreases, then its assessed value could exceed the value of the parcel. For a further discussion of the assessed valuation of property within the District, see "THE DISTRICT—Assessed Valuation of Property within the District." In addition to the payment of the Special Tax, the owners of property within the District will be obligated to pay *ad valorem* property taxes levied against such property and certain existing and any additional special taxes and assessments for which the property within the District may become obligated. (See "THE DISTRICT – Direct and Overlapping Debt.")



## SPECIAL RISK FACTORS

### Not a General Obligation of the District or School District

The Refunding Bonds are special tax obligations of the District; the interest on, principal of, and redemption premiums, if any, upon the Refunding Bonds are payable solely from the proceeds of the Special Tax, as provided in the Fiscal Agent Agreement, and the District and School District are not obligated to pay the Refunding Bonds except from the proceeds of the Special Tax and other sources identified in the Fiscal Agent Agreement. Neither the general fund of the District nor School District is liable and the full faith and credit of neither the District nor School District is pledged for the payment of the interest on or principal of or redemption premiums, if any, on the Refunding Bonds, and no tax or assessment other than the Special Tax will ever be levied or collected to pay the interest on, or principal of, or redemption premiums, if any, upon the Refunding Bonds.

### Levy of the Special Tax

The principal source of payment of debt service on the Refunding Bonds is the proceeds of the annual levy and collection of the Special Tax. The annual levy of the Special Tax is subject to the Maximum Rates authorized. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay principal and interest on the Refunding Bonds. Other funds that might be available include funds derived from the payment of delinquent Special Taxes and funds derived from the tax sale or foreclosure and sale of parcels on which levies of the Special Tax are delinquent.

The levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular taxed parcels and the amount of the levy of the Special Tax, and the Special Tax is expressly prohibited by the Law and the State Constitution from being based on assessed valuation. Thus, there will rarely, if ever, be a uniform relationship between the value of such parcels and the proportionate share of the debt service on the Refunding Bonds, and certainly not a direct relationship.

The Special Tax levied in any particular tax year on a taxed parcel will be based upon the revenue needs and the application of the Amended Rate and Method. Application of the Amended Rate and Method will, in turn, be dependent upon certain development factors with respect to each taxed parcel by comparison with similar development factors with respect to the other taxed parcels within the District. Thus, the following are some of the factors which might cause the levy of the Special Tax on any particular taxed parcel to vary from the Special Tax that might otherwise be expected:

- Reduction in the number of taxed parcels, for such reasons as acquisition of taxed parcels by a government and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels (if the Special Tax is not already being levied at the Maximum Rates).
- Failure of the owners of taxed parcels to pay the Special Tax and delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, thereby resulting in an increased tax burden on the remaining parcels (if the Special Tax is not already being levied at the Maximum Rates).

### Billing of Special Taxes

The Amended Rate and Method can result in a substantially heavier property tax burden being imposed upon properties within a community facilities district than elsewhere in a city or county, and this in turn can lead to problems in the collection of the special tax. In some community facilities districts the taxpayers have refused to pay the special tax and have commenced litigation challenging the special tax, the community facilities district, and the bonds issued by such district.

Under provisions of the Law, special taxes are to be billed to the properties within a community facilities district which were entered on the assessment roll of the county assessor by January 1 of the previous fiscal year on the regular property tax bills sent to owners of such properties. Such special tax installments are due and payable, and bear the same penalties and interest for non-payment, as do regular property tax installments. These special tax installment payments cannot be made separately from property tax payments. Therefore, the unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and installment payments of special taxes in the future. See "SECURITY AND SOURCE OF PAYMENT—Covenant to Foreclose" for a discussion of the provisions which apply, and procedures which the District is obligated to follow, in the event of delinquency in the payment of installments of Special Taxes.

### Collection of Special Taxes

In order to pay debt service on the Refunding Bonds, it is necessary that the Special Tax levied against land within the District be paid in a timely manner. The Fiscal Agent Agreement provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described below and in the Law, is to be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for *ad valorem* property taxes. Pursuant to these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County Treasurer. See "SECURITY AND SOURCE OF PAYMENT—Property Taxation System and SECURITY AND SOURCE OF PAYMENT—Alternative Method of Tax Apportionment."

Pursuant to the Law, in the event of any delinquency in the payment of the Special Tax, the District may order the institution of a superior court action to foreclose the lien therefor within specified time limits. In such an action, the real property subject to the unpaid amount may be sold at judicial foreclosure sale. Such judicial foreclosure action is not mandatory. However, the District has covenanted for the benefit of the owners of the Refunding Bonds that it will review the public records of the County in connection with the collection of the Special Tax on February 25 and June 25 of each year to determine the amount of delinquent Special Taxes, and commence foreclosure proceedings as authorized by the Law in order to enforce the lien of the delinquent installments of the Special Tax against each separate lot or parcel of land in the District under conditions specified in the Fiscal Agent Agreement, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale. In addition, the District covenants that if the District determines on the basis of its review that any single property owner in the District is delinquent by more than \$25,000 in his or her obligation to pay the Special Tax for such fiscal year, then it will institute, prosecute, and pursue such foreclosure proceedings in the time and manner provided in the Fiscal Agent Agreement against such property owner.

In the event that sales or foreclosures of property are necessary, there could be a delay in payments to holders of the Refunding Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the District of the proceeds of sale. See "SECURITY AND SOURCE OF PAYMENT—Covenant to Foreclose."

### Discontinuance of Advancement of the Special Tax

The County implemented its Teeter Plan as an alternate procedure for the distribution of certain property tax and assessment levies on the secured roll. Pursuant to its Teeter Plan, the County has elected to provide local agencies and taxing areas, including the District, with full tax and assessment levies instead of actual tax and assessment collections. In return the County is entitled to retain all delinquent tax and assessment payments, penalties and interest. Thus, the County's Teeter Plan may help protect owners from the risk of delinquencies in the payment of special taxes. However, the County is entitled, and under certain circumstances could be required, to terminate its Teeter Plan with respect to all or part of the local agencies and taxing areas covered thereby. A termination of the Teeter Plan with respect to a community facilities district would eliminate such protection from delinquent special taxes for such community facilities district. See "SECURITY AND SOURCE OF PAYMENT—Alternative Method of Tax Apportionment."

### Maximum Special Tax

Within the limits of the Special Tax, the District may adjust the Special Tax levied on all property within the District to provide an amount required to pay principal of and interest and any premiums on the Refunding Bonds, and the amount, if any, necessary to replenish the Reserve Fund to the Reserve Requirement, and to pay the Administrative Expense Requirement. However, the amount of the Special Tax that may be levied against particular categories of property within the District is subject to the Maximum Special Tax. There is no assurance that the Maximum Special Tax will at all times be sufficient to pay the amounts required to be paid by the Fiscal Agent Agreement. See "SECURITY AND SOURCE OF PAYMENT—The Special Tax" and "THE DISTRICT."

### Concentration of Property Ownership

Failure of any significant landowner to pay the annual Special Taxes when due could result in the rapid, total depletion of the

Reserve Fund prior to replenishment from the resale of the property upon a foreclosure or otherwise or prior to delinquency redemption after a foreclosure sale, if any. In that event, there could be a default in payments of the principal of and interest on the Refunding Bonds.

The only asset of each owner which constitutes security for the Refunding Bonds is his or her property holdings located within the District. See "SPECIAL RISK FACTORS—Bankruptcy" and "SECURITY AND SOURCE OF PAYMENT—Covenant to Foreclose" for further discussion.

#### Exempt Properties

Certain properties are exempt from the Special Tax in whole or in part, in accordance with the approved formula. See "APPENDIX B—AMENDED RATE AND METHOD OF APPORTIONMENT." In addition, the Law provides that properties or entities of the state, federal, or local government are exempt from the Special Tax; provided, however, that property within the District acquired by a public entity through a negotiated transaction, or by gift or devise, which is not otherwise exempt from the Special Tax, will continue to be subject to the Special Tax. In addition, the Law provides that if property subject to the Special Tax is acquired through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment. The constitutionality and operation of these provisions of the Law have not been tested.

The Law further provides that no other properties or entities are exempt from the Special Tax unless the properties or entities are expressly exempted in a resolution of consideration to levy a new special tax or to alter the rate or method of apportionment of an existing special tax. The Law would prohibit the Board from adopting a resolution to reduce the rate of the Special Tax or terminate the levy of the Special Tax unless the Board determined that the reduction or termination of the Special Tax "would not interfere with the timely retirement" of the Refunding Bonds.

#### Land Values

The total assessed valuation of the District may understate or overstate the actual market value of property in the Improvement District. Article XIII A of the California Constitution limits any increase in assessed value to no more than 2% a year unless property is sold or transferred. As a consequence, assessed values are typically less than actual market values unless the property recently has changed ownership. However, no assurances as to the market value of the properties within the District can be made by the District.

#### Hazardous Substances

One of the most serious risks in terms of the potential reduction in the value of Taxable Property is a claim with regard to a hazardous substance. In general, the owners and operators of Taxable Property may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but State laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the Taxable Property be affected by a hazardous substance, is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

Further, it is possible that liabilities may arise in the future with respect to any of the Taxable Property resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but that has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently on the parcel of a substance not presently classified as hazardous but that may in the future be so classified. Such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of Taxable Property that is realizable upon a delinquency and subsequent institution of foreclosure proceedings. See "SECURITY AND SOURCE OF PAYMENT" for more information.

### Bankruptcy

The payment of the Special Tax and the ability of the District to foreclose the lien of a delinquent unpaid Special Tax installment may be limited by bankruptcy, insolvency, or other laws generally affecting creditors' rights or by the laws of the State of California relating to foreclosure.

The various legal opinions to be delivered concurrently with the delivery of the Refunding Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by the application of equitable principles and by the exercise of judicial discretion in appropriate cases. Although bankruptcy proceedings would not cause the liens to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings. Such delay could increase the likelihood of a delay or default in payment of the principal of and interest on the Refunding Bonds and the possibility of delinquent Special Tax installments not being paid in full.

### No Acceleration Provision

The Refunding Bonds do not contain a provision allowing for the acceleration of the debt service of the Refunding Bonds in the event of a payment default or other default under the terms of the Refunding Bonds or the Fiscal Agent Agreement.

### Proceedings to Reduce or Terminate Special Tax

Pursuant to the Law, proceedings could be initiated to reduce or terminate the levy of the Special Tax. However, the Law would prohibit the Board from adopting a resolution to reduce the rate of the Special Tax or terminate the levy of the Special Tax unless the Board determined that the reduction or termination of the Special Tax "would not interfere with the timely retirement" of any outstanding indebtedness secured by the Special Tax.

### Parity Taxes and Special Assessments

The Special Tax and any penalties thereon will constitute a lien against the lots and parcels of land on which they will be annually imposed until they are paid. Such lien is on a parity with all special taxes and special assessments currently levied or which may be levied in the future by other agencies and is co-equal to and independent of the lien for general property taxes regardless of when they are imposed upon the same property. The Special Tax has priority over all existing and future private liens imposed on the property. The District, however, has no control over the ability of other entities and districts to issue indebtedness secured by a special tax or assessments payable from all or a portion of the property within the District. Taxes imposed against property within the District established by the Metropolitan Water District and the Santa Margarita Water District are on parity with the Special Tax, as are numerous special assessments imposed against property within the District. See "THE DISTRICT—Direct and Overlapping Debt."

### Disclosures to Future Purchasers

The willingness or ability of an owner of a parcel of Taxable Property to pay the Special Tax even if the value is sufficient may be affected by whether or not the owner was given due notice of the Special Tax authorization at the time the owner purchased the parcel, was informed of the amount of the Special Tax on the parcel should the Special Tax be levied at the maximum tax rate and the risk of such a levy and, at the time of such a levy, has the ability to pay it as well as pay other expenses and obligations. The District has caused a notice of the Special Tax to be recorded in the Office of the Recorder for the County against each parcel of Taxable Land. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such Special Tax obligation in the purchase of a property within the District or lending of money thereon.

The Law requires the subdivider (or its agent or representative) of a subdivision to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with the above requirements, or

failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

#### Loss of Tax Exemption

As discussed under "LEGAL MATTERS – Tax Exemption," interest on the Refunding Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of issuance, as a result of acts or omissions of the District or School District subsequent to the issuance of the Refunding Bonds in violation of the District's covenants with respect to the Refunding Bonds. Should interest become includable in gross income, the Refunding Bonds are not subject to redemption by reason thereof and will remain outstanding until maturity unless earlier redeemed pursuant to optional or mandatory redemption or redemption upon prepayment of the Special Tax. See "THE REFUNDING BONDS – Redemption Provisions" herein.

#### IRS Audit of Tax-Exempt Bond Issues

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Refunding Bonds will be selected for audit by the IRS. It is also possible that the market value of such Refunding Bonds might be affected as a result of such an audit of such Refunding Bonds (or by an audit of similar bonds or securities).

#### Proposition 218

On November 5, 1996, the voters of the State approved Proposition 218, the so-called "Right to Vote on Taxes Act." (See "CONSTITUTIONAL & STATUTORY PROVISIONS AFFECTING SCHOOL DISTRICT REVENUES & EXPENDITURES – Limitations on Revenues" for more information.) Proposition 218 added Articles XIIC and XIID to the State Constitution, which contain a number of provisions affecting the ability of local agencies to levy and collect both existing and future taxes, assessments, fees and charges. Among other things, Article XIIC establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax." Article XIII also states that "...the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge." The Law provides for a procedure which includes notice, hearing, protest and voting requirements to alter the rate and method of apportionment of an existing special tax. However, the Law prohibits a legislative body from adopting any resolution to reduce the rate of any special tax or terminate the levy of any special tax pledge to repay special tax debt, unless such legislative body determines that the reduction or termination of the special tax would not interfere with the timely retirement of that debt. Accordingly, although the matter is not free from doubt, it is likely that Proposition 218 has not conferred on the voters the power to repeal or reduce the Special Taxes through the initiative process, if such reduction would interfere with the timely retirement of the Refunding Bonds.

The interpretation and application of Proposition 218 will ultimately be determined by the courts, and it is not possible at this time to predict with certainty the outcome of such determination or the timeliness of any remedy afforded by the courts.

### THE SCHOOL DISTRICT

*The information in this section concerning the operations of the School District and its finances are provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Refunding Bonds is payable from the general fund of the School District. The Refunding Bonds are payable from the proceeds of the Special Tax. See "SECURITY AND SOURCE OF PAYMENT" herein.*

#### General Information

Founded in 1965, the School District encompasses 195 square miles in seven cities and a portion of the unincorporated area of the County. The School District includes all or part of the cities of San Clemente, Dana Point, San Juan Capistrano, Laguna Niguel, Aliso Viejo, Mission Viejo and Rancho Santa Margarita, and the communities of Las Flores, Coto de Caza, Dove Canyon, Ladera Ranch, and Wagon Wheel.

The School District provides public education within the boundaries of its jurisdiction for kindergarten through 12<sup>th</sup> grade in 55 campuses. Additionally, there are five charter schools operating within the School District. See “THE SCHOOL DISTRICT – Charter Schools.”

The Board of Trustees and Key Administrative Personnel

The Board governs all activities related to public education within the jurisdiction of the School District. The Board consists of seven members who are publicly elected from within the boundaries of the School District according to specific area. Each Board member is elected by the public for a four-year term of office and elections for the Board are staggered every two years. The Board has the decision-making authority and is accountable for all fiscal matters relating to the School District.

The current members of the Board are set forth in the following table.

**Board of Trustees  
Capistrano Unified School District**

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<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
John M. Alpay	President	December 2016
Lynn Hatton	Vice President	December 2014
Anna Bryson	Clerk	December 2014
Ellen M. Addonizio	Member	December 2014
Amy Hanacek	Member	December 2016
Dr. Gary Pritchard	Member	December 2016
Jim Reardon	Member	December 2016

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The Superintendent of the School District is appointed by the Board and reports to the Board. The Superintendent is responsible for managing the School District's day-to-day operations and supervising the work of other key School District administrators. Key members of the School District’s staff are set forth on page ‘iv’ of this Official Statement.

Average Daily Attendance

Student enrollment determines to a large extent what a California public school district receives in funding for program, facilities and staff needs. Average daily attendance (“ADA”) is calculated based on the percentage of time a student attends school between the start of school and the second period attendance reporting date, or “P-2”. The P-2 date is the last day of the last full attendance month concluding prior to April 15. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to school districts.

Enrollment can fluctuate due to factors such as population growth, competition from private, parochial, and public charter schools, inter-district transfers in or out, and other causes. Losses in enrollment will cause a school district to lose operating revenues, without necessarily permitting the School District to make adjustments in fixed operating costs.

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Set forth below is the P-2 ADA for the School District for previous four fiscal years, and budgeted P-2 ADA for the current fiscal year, excluding adult education and charter school ADA.

**Average Daily Attendance  
Capistrano Unified School District**

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14*</u>
Period 2 ADA	49,828	49,375	48,704		

\*Estimated.

Employee Relations

California law provides that employees of public school districts of the State are to be divided into appropriate bargaining units which then are to be represented by an exclusive bargaining agent. The School District has three recognized bargaining units that represent its non-management employees: Capistrano Unified Education Association represents the members of the School District’s certificated teaching staff, California School Employees Association Chapter 224 is the exclusive bargaining agent for classified non-management employees, and Teamsters Local 952.

Set forth in the following table are the School District’s bargaining units, number of budgeted employees by full-time equivalents (“FTEs”), and contract status in fiscal year 2013-14.

**Bargaining Units, Number of Employees and Contract Status  
Capistrano Unified School District**

<u>CERTIFICATED</u>	<u># OF FTEs</u>	<u>STATUS</u>
Capistrano Unified Education Association		_____ for fiscal year 2013-14.
<u>CLASSIFIED</u>	<u># OF FTEs</u>	<u>STATUS</u>
California School Employees Association Chapter 224		_____ for fiscal year 2013-14.
Teamsters Local 952		_____ for fiscal year 2013-14.

The School District also has \_\_\_ FTEs managerial, supervisory and other confidential employees who are not part of a bargaining unit.

Pension Plans

All full-time employees of the School District are eligible to participate under defined benefit retirement plans maintained by agencies of the State. Certificated employees are eligible to participate in the cost-sharing multiple-employer State Teachers’ Retirement System (“STRS”). Classified employees are eligible to participate in the agent multiple-employer Public Employees’ Retirement Fund of the Public Employees’ Retirement System (“PERS”), which acts as a common investment and administrative agent for participating public entities within the State.

STRS operates under the State of California Education Code sections commonly known as the State Teachers’ Retirement Law. Membership is mandatory for all certificated employees of California public schools meeting the eligibility requirements. STRS provides retirement, disability and death benefits based on an employee’s years of service, age and final compensation. Employees vest after five years of service and may receive retirement benefits at age fifty-five. Active plan members are required to contribute 8.0% of their salary and the School District is required to contribute an actuarially determined rate (\_\_\_% in 212-13). The School District’s contribution to STRS was \$15,953,953 for fiscal year 2010-11, was \$16,198,426 for fiscal year 2011-

12, and is estimated to be \$\_\_\_\_\_ for fiscal year 2012-13.

All full-time classified employees of the School District participate in PERS, which provides retirement, disability and death benefits based on an employee's years of service, age and final compensation. Employees vest after five years of service and may receive retirement benefits at age fifty. These benefit provisions and all other requirements are established by State statute and district resolution. Active plan members are required to contribute 7.0% of their salary and the School District is required to contribute an actuarially determined rate (\_\_\_% in fiscal year 2012-13). The School District's contribution to PERS was \$5,441,835 for fiscal year 2010-11, was \$5,594,649 for fiscal year 2011-12, and is estimated to be \$\_\_\_\_\_ for fiscal year 2012-13.

In addition, District employees not covered under PERS or STRS are eligible to participate in the Public Agency Retirement System ("PARS"). The District's contribution to PARS was \$121,046 in fiscal year 2010-11 and \$132,877 in fiscal year 2011-12.

For a more complete description of the School District's pension plan and annual contribution requirements, see "APPENDIX D" attached hereto.

#### Other Post-Employment Benefits

The Postemployment Benefit Plan (the Plan) is a single-employer defined benefit healthcare plan administered by the School District. The Plan provides medical and dental insurance benefits to eligible retirees and their spouses. Eligible retirees are those individuals who retired on or after attaining the age of 53 for classified retirees or 55 for certificated retirees and have at least 10 years of service with the School District. Benefits will continue for these retirees until they reach the age of 65. In fiscal year 2011-12, membership of the Plan consisted of \_\_\_ retirees and beneficiaries currently receiving benefits, \_\_\_ terminated Plan members entitled to but not yet receiving benefits, and \_\_\_ active Plan members.

The contribution requirements of plan members and the School District are established and may be amended by the School District and the Capistrano Unified Education Association, the California Service Employees Association and unrepresented groups. The required contribution is based on projected pay-as-you-go financing requirements, with an additional amount to prefund benefits as determined annually through the agreements between the School District, the employee group. For fiscal year 2011-12, the School District contributed \$\_\_\_\_\_ to the Plan, all of which was used for current premiums (approximately \_\_\_% of total premiums). Plan members receiving benefits contributed \$\_\_\_\_\_, or approximately \_\_\_% of the total premiums.

The School District completed an actuarial study identifying the School District's Other Post Employment Benefit ("OPEB") liability as of July 1, 2011. The study determined the School District's OPEB actuarial accrued liability to be \$49,680,287, all of which was unfunded, and the annual required contribution ("ARC") to be \$6,130,097. The School District has not established an irrevocable trust to fund its UAAL. The School District's pay-as-you-go contribution in fiscal year 2011-12 was \$2,018,166.

#### Accounting Practices

The School District accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's *California School Accounting Manual*. The accounting policies of the School District conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board and the American Institute of Certified Public Accountants.

The School District's financial statements consist of government-wide statements and fund-based financial statements. Government-wide statements, consisting of a statement of net assets and a statement of activities, report all the assets, liabilities, revenue and expenses of the School District and are accounted for using the economic resources measurement focus and accrual basis of accounting. The fund-based financial statements consist of a series of statements that provide information about the School District's major and non-major funds. Governmental funds, including the School District's General Fund, special revenues funds, capital project funds and debt service funds, are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become measurable and available, while expenditures are recognized in the period in which the liability is incurred, if measurable. Proprietary funds and fiduciary funds are accounted for using the economic resources measurement focus and accrual basis of accounting. See "NOTE 1" in "APPENDIX D" herein for a further discussion of applicable accounting policies.



The School District's independent auditor for the year ended June 30, 2012 is Vavrinek, Trine, Day & Co., LLP, Rancho Cucamonga, California. The financial statements of the School District as of and for the year ended June 30, 2012, are set forth in "APPENDIX D" attached hereto. The auditor has not performed any subsequent events review or other procedures relative to these audited financial statements since the date of its letter.

Financial Statements

The audited financial statements of the School District for the fiscal year ending June 30, 2012, have been included in this Official Statement. See "APPENDIX D" herein. Audited financial statements for all prior fiscal years are on file with the School District and available for public inspection during normal business hours; they are also available to prospective investors and or their representatives upon request by contacting the School District at the address and telephone number set forth on page "iv" of this Official Statement, or by contacting the School District's financial advisor, Government Financial Strategies inc., 1228 N Street, Suite 13, Sacramento, California, 95814-5609, Tel. (916) 444-5100.

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The following table summarizes, in thousands of dollars the School District's general fund revenue, expenditures and fund balances from fiscal years 2009-10 through 2010-12 (audited), 2012-13 (estimated) and 2013-14 (budgeted).

**Historical and Budgeted General Fund Activity**  
**Capistrano Unified School District**  
(In Thousands)

	2009-10 <u>Audited</u>	2010-11 <u>Audited</u>	2011-12 <u>Audited</u>	2012-13 <u>Estimated</u>	2013-14 <u>Budget</u>
BEGINNING BALANCE	\$29,118	\$26,561	\$28,833		
Adjustments <sup>1</sup>	0	2,524	0		
RESTATED BEGINNING BALANCE	\$29,118	\$29,084	\$28,833		
REVENUES					
Revenue Limit Sources	\$249,192	\$262,949	\$257,897		
Federal Revenue	25,323	25,532	30,411		
Other State Revenues	80,527	82,535	82,551		
Other Local Revenues	<u>8,485</u>	<u>10,958</u>	<u>10,981</u>		
TOTAL REVENUES	\$363,527	\$381,973	\$381,841		
EXPENDITURES					
Certificated Salaries	\$191,132	\$191,238	\$193,899		
Classified Salaries	56,844	55,900	57,572		
Employee Benefits	82,707	83,526	88,980		
Books and Supplies	9,299	10,113	8,973		
Services and Other Operating Exp.	26,570	31,298	29,715		
Capital Outlay	20	3,467	4,282		
Other Outgo	<u>9,152</u>	<u>10,186</u>	<u>10,965</u>		
TOTAL EXPENDITURES	\$375,723	\$385,729	\$394,386		
FINANCING SOURCES (USES)	\$9,639	\$3,504	\$4,234		
NET INCREASE (DECREASE)	(\$2,557)	(\$251)	(\$8,311)		
ENDING BALANCE	\$26,561	\$28,833	\$20,522		

<sup>1</sup> The School District implemented *Government Accounting Standard Board Statement No. 54, Fund Balance Reporting and Government Type Definitions* ("GASB 54") during the fiscal year ending June 30, 2011, the effect of which was to reclassify and restate the School District's Fund 11-Adult Education Fund, Fund 14-Deferred Maintenance Fund, and Fund 20-Special Reserve Fund for Postemployment Benefits. However, the School District's General Fund estimated actuals for fiscal year 2012-13 and budget for fiscal year 2013-14 do not reflect the implementation of GASB 54.

Short-Term Borrowings

The School District has in the past issued short-term tax and revenue anticipation notes. Proceeds from the issuance of notes by the School District during previous fiscal years have been used to reduce interfund dependency and to provide the School District with greater overall efficiency in the management of its funds.

The School District has never defaulted on any of its short-term borrowings.

Long-Term Borrowings

The School District has made use of various capital and bonded lease arrangements in the past under agreements which provide for title of items and equipment being leased to pass to the School District upon expiration of the lease period. The School District has promised to annually appropriate the amounts necessary to make all future lease payments from available revenues.

In November 2012, the School District issued \$19.635 million of 2012 Refunding Certificates of Participation to refinance the outstanding balance of its Certificates of Participation Series 2002 (Education and Support Facilities). The 2012 Refunding Certificates of Participation have an average annual debt service of approximately \$1.8 million and mature in December 2025.

The School District’s current outstanding general obligation bonds are set forth below, all of which are general obligations of School Facilities Improvement District No. 1 (“SFID No 1”).

**Outstanding General Obligation Bonds  
Capistrano Unified School District SFID No. 1**

<u>Authorization</u>	<u>Issue</u>	<u>Final Maturity</u>	<u>Amount Issued</u>	<u>Outstanding as of June 30, 2013</u>	<u>Debt Service in Fiscal Year 2013-14</u>
Election of 1999	Series B <sup>2</sup>	August 2025	\$29,999,930	\$14,354,930*	\$_____
Election of 1999	2012 Refunding	August 2026	27,455,000	27,455,000	_____

\*Excludes accreted interest on the capital appreciation bonds.

The School District has never defaulted on any of its long-term bonded indebtedness.

Non-Obligatory Debt

Non-obligatory debt relates to debt issuances by community facilities districts within the School District as authorized by the Mello-Roos Community Facilities Act of 1982 as amended, and the Mark-Roos Local Bond Pooling Act of 1985, and are payable from special taxes levied on property within the community facilities districts according to a methodology approved by the voters within the School District. Neither the faith and credit nor taxing power of the School District is pledged to the payment of the bonds. Reserves have been established from the bond proceeds to meet delinquencies should they occur. If delinquencies occur beyond the amounts held in those reserves, the School District has no duty to pay the delinquency out of any available funds of the School District. The School District acts solely as an agent for those paying taxes levied and the bondholders, and may initiate foreclosure proceedings. Special assessment debt of \$\_\_\_\_\_ as of June 30, 2012, does not represent debt of the School District and, as such, does not appear in the School District’s financial statements.

The School District has never defaulted on any of its non-obligatory bonded indebtedness.

COUNTY ECONOMIC PROFILE

*The boundaries of the District include the City of San Clemente and are within the County. The information in this section concerning the City of San Clemente and the County are provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the Refunding Bonds are a debt of such entities. The Refunding Bonds are payable from the proceeds of the Special Tax. See “SECURITY AND SOURCE OF PAYMENT” herein.*

The County is one of 58 counties in the State and is located in the southwestern corner of the State.

Based on data compiled by DataQuick Information Systems, the median sale price of a single-family home in the County was \$537,000 in April 2013, an increase of approximately 27.9% from \$420,000 in April 2012. The median sale price of a single-family home in the City of San Clemente was \$735,250 in April 2013, an increase of approximately 12.8% from \$651,750 in April 2012.

Population

The following table displays population data from the 2010 census along with estimated population as of January 1 for the past three years for the County and the City of San Clemente.

Historical Population  
City of San Clemente and Orange County

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	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
San Clemente	63,522	63,735	64,252	64,542
Orange County	3,010,232	3,028,846	3,057,879	3,081,804

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Source: State Department of Finance

Unemployment

The following table contains a summary of the County's unemployment data seasonally unadjusted.

Historical Unemployment  
Orange County

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	<u>Annual 2009</u>	<u>Annual 2010</u>	<u>Annual 2011</u>	<u>Annual 2012</u>	<u>April 2013<sup>1</sup></u>
Total Labor Force	1,588,800	1,591,000	1,603,700	1,618,700	1,630,800
# Employed	1,448,200	1,440,400	1,464,400	1,496,000	1,538,300
# Unemployed	140,600	150,700	139,300	122,700	92,500
Unemployment Rate	8.8%	9.5%	8.7%	7.6%	5.7%

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<sup>1</sup>Preliminary

Source: State Employment Development Department

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## Major Employers

The following table provides a listing of 25 major employers in the County, listed by number of employees.

### Major Employers Orange County

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<u>Rank</u>	<u>Company</u>	<u>Employees in County</u>	<u>Operations in the County</u>
1	Walt Disney Co.	22,000	Disneyland Park, Disney California Adventure Park
2	University of California, Irvine	21,291	University California, Irvine, UCI Medical Center
3	St. Joseph Health System	12,048	St. Joseph Health System Headquarters, St. Joseph Hospital
4	Boeing Co.	7,700	Boeing Defense, Space and Security
5	Bank of America Corp.	6,300	Bank of America credit card servicing center, bank branches
5	Yum Brands Inc.	6,300	Taco Bell headquarters; Taco Bell, KFC, Pizza Hut
7	Kaiser Permanente	5,968	Kaiser Permanente hospitals, medical offices, regional offices
8	Target Corp.	5,527	Target stores, distribution center
9	Cedar Fair LP	5,200	Knott's Berry Farm, Knott's Soak City Water Park
10	California State University, Fullerton	5,173	California State University, Fullerton
11	MemorialCare Health System	5,096	MemorialCare Health System headquarters
12	Supervalu Inc.	5,008	Albertsons, Sav-on Pharmacy, distribution centers
13	Hoag Memorial Hospital Presbyterian	4,923	Hoag Memorial Hospital Presbyterian, Hoag Hospital Irvine
14	Wells Fargo & Co.	4,414	Wells Fargo banks, regional offices
15	Kroger Co.	4,200	Ralphs, Food 4 Less
16	Wal-Mart Stores Inc.	4,000	Wal-Mart, Sam's Club stores
17	UnitedHealth Group Inc.	3,800	PacifiCare, UnitedHealthcare
18	Marriot International Inc.	3,720	Marriott Hotels & Resorts, Ritz-Carlton
19	Allergan Inc.	3,700	Corporate headquarters, R&D
19	Edison International	3,700	Southern California Edison, Edison Mission Energy
21	Tenet Healthcare Corp.	3,650	Fountain Valley Regional Hospital, Garden Grove Hospital
22	Costco Wholesale Corp.	3,637	Costco stores
23	CVS Caremark Corp.	3,600	CVS Pharmacy stores
24	AT&T Inc.	3,500	AT&T, AT&T Wireless
25	Home Depot Inc.	3,500	Home Depot stores, regional offices

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Source: 2012 Orange County Business Journal.

## Taxable Sales

Total taxable sales reported during the calendar year 2011 in the County were approximately \$51,731,139 an 8.5% increase from the total taxable sales of approximately \$47,667,179,000 reported during calendar year 2010. Data for calendar year 2012 is not yet available.

The number of establishments selling merchandise subject to sales tax and the valuation of taxable transactions in the County is presented in the following table, rounded to the nearest thousand.

**Taxable Retail Sales  
Orange County**

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Sales Tax Permits	99,088	97,612	90,231	92,047	92,207
Taxable Sales (000's)	\$57,293,471	\$53,606,829	\$45,712,784	\$47,667,179	\$51,731,139

Source: State Board of Equalization

LEGAL MATTERS

Legal Opinion

The legal opinion of Bowic, Arneson, Wiles & Giannone, Newport Beach, California, Bond Counsel, approving the validity of the Bonds will be made available to purchasers at the time of original delivery and is attached in substantially final form as "APPENDIX F—PROPOSED FORM OF OPINION OF BOND COUNSEL." A copy of the legal opinion will be attached to each Bond.

[Disclosure Counsel] will pass upon certain legal matters for the District as disclosure counsel. Bowic, Arneson, Wiles & Giannone, Newport Beach, California, will pass upon certain legal matters for the District as special counsel to the School District.

Tax Exemption

In the opinion of Bowic, Arneson, Wiles & Giannone, Newport Beach, California, Bond Counsel, subject however, to certain qualifications described herein, under existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). In the further opinion of Bond Counsel, interest on the Bonds is not an item of tax preference for purposes of federal alternative minimum taxes imposed on individuals and corporations, although Bond Counsel observes that such interest is included as an adjustment in the calculation of federal corporate alternative minimum taxable income and may therefore affect a corporation's alternative minimum tax liabilities.

The opinions of Bond Counsel set forth in the preceding paragraph are subject to the condition that the District complies with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that such interest be, or continue to be, excluded from gross income for federal income tax purposes. The District has covenanted to comply with each such requirement.

Failure to comply with certain of such requirements may cause the inclusion of such interest in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. The Fiscal Agent Agreement and other related documents refer to certain requirements, covenants and procedures which may be changed and certain actions that may be taken, upon the advice or with an opinion of nationally recognized bond counsel. No opinion is expressed by Bond Counsel as to the effect on any Bond or interest thereon if such change is made or action is taken upon the advice or approval of counsel other than Bond Counsel. Bond Counsel expresses no other opinion regarding or concerning any other tax consequences related to the ownership or disposition of the accrual or receipt of interest on the Bonds.

In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income taxation. Owners of the Bonds should be aware that the ownership or disposition of, or the accrual or receipt of interest on the Bonds may have federal or state tax consequences other than as described above. Bond Counsel expresses no opinion regarding or concerning

any other tax consequences related to the ownership or disposition of the accrual or receipt of interest on the Bonds other than as expressly set forth above. See “APPENDIX F—PROPOSED FORM OF OPINION OF BOND COUNSEL.”

Bond Counsel’s engagement with respect to the Bonds ends with the issuance of the Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the School District or the Community Facilities District, as applicable, or the Owners regarding the tax-exempt status of the Bonds in the event of an audit examination by the Internal Revenue Service. Under current procedures, parties other than the School District or the Community Facilities District, as applicable, and their respective appointed counsel, including the Owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt Bonds is difficult, obtaining an independent review of Internal Revenue Service positions with which the Community Facilities District legitimately disagrees may not be practicable. Any action of the Internal Revenue Service, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of Bonds presenting similar tax issues may affect the market price for, or the marketability of, the Bonds, and may cause the Community Facilities District, School District, as applicable, or the Owners to incur significant expense.

Original Issue Discount; Premium Bonds. To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes “original issue discount,” the accrual of which, to the extent properly allocable to each owner thereof, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes and State personal income taxes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of the Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates).

The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Bonds. Owners of the Bonds should consult their own tax advisors with respect to the tax consequences of ownership of the Bonds with original issue discount, including the treatment of purchasers who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

The Bonds purchased, whether at original issuance or otherwise, for an amount greater than their principal amount payable at maturity (or, in some cases, at their earliest call date) (“Premium Bonds”) will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, a purchaser’s basis in a Premium Bond, and under United States Treasury Regulations, the amount of tax-exempt interest received, will be reduced by the amount of amortizable bond premium property allocable to such purchaser. Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

Impact of Legislative Proposals, Clarifications of the Code and Court Decisions on Tax Exemption. Future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Owners of the Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislative proposals, clarification of the Code or court decisions may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation as to which Bond Counsel expresses no opinion.

#### No Litigation

At the time of delivery of the Refunding Bonds, the District will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending with respect to which the District has been served with process or threatened, which:

- in any way questions the powers of the Board or the School District, or
- in any way questions the validity of any proceeding taken by the Board in connection with the issuance of the Refunding Bonds, or
- wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by the purchase contract with respect to the Refunding Bonds, or

- which, in any way, could adversely affect the validity or enforceability of the resolutions of the Board adopted in connection with the formation of the District or the issuance of the Refunding Bonds, the Fiscal Agent Agreement, the Escrow Agreement, the Continuing Disclosure Certificate or the purchase contract with respect to the Refunding Bonds, or
- to the knowledge of the District, which in any way questions the exclusion from gross income of the recipients thereof of the interest on the Refunding Bonds for federal income tax purposes, or
- in any other way questions the status of the Refunding Bonds under State tax laws or regulations.

#### RATING

Standard & Poor's Financial Services LLC ("S&P"), a subsidiary of The McGraw-Hill Companies, Inc., has assigned a municipal bond rating of "\_\_\_\_" to the Refunding Bonds. Such rating reflects only the views of such organization and an explanation of the significance of such rating may be obtained from S&P at the following address: Standard & Poor's Financial Services LLC, 55 Water Street, New York, New York 10041. There is no assurance that any such rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of the rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Refunding Bonds.

#### FINANCIAL ADVISOR

Government Financial Strategies inc. has been employed by the School District to perform financial advisory services in relation to the sale and delivery of the Refunding Bonds. Government Financial Strategies inc., in its capacity as financial advisor, has read and participated in drafting certain portions of this Official Statement. Government Financial Strategies inc. has not, however, independently verified nor confirmed all of the information contained within this Official Statement. Government Financial Strategies inc. will not participate in the underwriting of the Refunding Bonds. Fees charged by Government Financial Strategies inc. are not contingent upon the sale of the Refunding Bonds.

#### INDEPENDENT AUDITORS

The financial statements of the School District as of June 30, 2012, and for the fiscal year then ending, have been audited by Vavrinek, Trine, Day & Co. LLP, Rancho Cucamonga, California (the "Auditor"), and are set forth in "APPENDIX D — THE FINANCIAL STATEMENTS OF THE SCHOOL DISTRICT AS OF AND FOR THE YEAR ENDING JUNE 30, 2012" attached hereto. The Auditor has not been requested to consent to the inclusion of its report in this Official Statement. The Auditor has not undertaken to update the audited financial statements for fiscal year 2011-12 or its report, and no opinion is expressed by the Auditor with respect to any event subsequent to its report dated December 15, 2012.

#### UNDERWRITING

The Refunding Bonds were sold to \_\_\_\_\_ (the "Underwriter") pursuant to a bond purchase agreement by and among the District and the Underwriter for \$ \_\_\_\_\_, an amount equal to the principal amount of the Refunding Bonds, plus an original issue premium of \$ \_\_\_\_\_, less an underwriting discount of \$ \_\_\_\_\_, at a true interest cost (TIC%) to the District of \_\_\_\_\_%.

The Underwriter has certified the initial offering prices or yields stated on the inside cover page to this Official Statement. The Underwriter may offer and sell the Refunding Bonds to certain dealers (including dealers depositing Refunding Bonds into investment trusts), dealer banks, banks acting as agents and others at prices lower than said public offering prices. The reoffering prices may be changed from time to time by the Underwriter.



## CONTINUING DISCLOSURE

The District has covenanted for the benefit of the holders and Beneficial Owners of the Refunding Bonds to provide certain financial information and operating data relating to the School District and the District (the "Annual Report"), by not later than six months after the end of the fiscal year, commencing with the report for the 2012-13 fiscal year (which is due no later than December 31, 2013), and to provide notices of the occurrence of certain enumerated events. The Annual Report and notices of certain enumerated events will be filed by the School District with the MSRB through its EMMA system. The specific nature of the information to be contained in the Annual Report or the notices are set forth in "APPENDIX E—FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5) (the "Rule").

In connection with prior undertakings under the Rule, the School District did not file certain notices of rating downgrades in a timely manner. The School District has developed procedures to ensure that future notices of significant events are filed in a timely manner. As of the date of this Official Statement, all required filings have been made in connection with prior undertakings.

## ADDITIONAL INFORMATION

Additional information concerning the District, the School District, the Refunding Bonds or any other matters concerning the sale and delivery of the Refunding Bonds may be obtained from the School District by contacting the School District at the address and telephone number set forth on page "iii" of this Official Statement, or by contacting the Financial Advisor, Government Financial Strategies inc., 1228 N Street, Suite 13, Sacramento, California 95814-5609, telephone (916) 444-5100, facsimile telephone (916) 444-5109.

The execution and delivery of this Official Statement by the District has been duly authorization by the Board of the Capistrano Unified School District, acting as the legislative body of the District.

## CAPISTRANO UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Dr. Joseph M. Farley  
Superintendent

APPENDIX A  
LOCATION MAP FOR THE DISTRICT

**Capistrano Unified School District  
Community Facilities District No. 92-1  
(Las Flores)**



Las Flores

Antonio Pkwy

Benjamin Dr

© 2011 Google

APPENDIX B  
AMENDED RATE AND METHOD OF APPORTIONMENT

APPENDIX B  
COMMUNITY FACILITIES DISTRICT NO. 92-1  
OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LAS FLORES)

AMENDED AND RESTATED  
RATE AND METHOD OF APPORTIONMENT

*Prospective purchasers of the Refunding Bonds should note that, notwithstanding the provisions of the Amended and Restated Rate and Method of Apportionment set forth below, property within Community Facilities District No. 95-1 of the Capistrano Unified School District ("CFD No. 95-1") is not subject to the levy of the Special Tax and Special Taxes will not be levied on such property to pay the principal of, and interest on, the Refunding Bonds.*

A Special Tax (the "Special Tax") shall be levied and collected in Community Facilities District No. 92-1 of the Capistrano Unified School District ("Las Flores") ("CFD No. 92-1") each Fiscal Year, in an amount determined by the Board of Trustees of the Capistrano Unified School District or its designee through the application of the procedures described below. All of the real property in CFD No. 92-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**Section 1. DEFINITIONS**

This Rate and Method of Apportionment employs terms defined below and in the rate and method of apportionment for CFD No. 95-1, hereinafter defined. When the phrase "CFD No. 92-1" or "CFD No. 95-1" precedes any such term, the term shall pertain in such context to the identified CFD. The terms used herein shall have the following meanings:

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

**"Additional Bonds"** means the additional bonds or indebtedness of CFD No. 92-1 (i.e., exclusive of the 1993 Bonds) up to an amount equal to \$21,485,000 pursuant to the current authorization, or in such greater amount as may be subsequently authorized by the qualified electors of CFD No. 92-1.

**"Administrative Expenses"** shall mean any incidental expenses, as defined in the Act, of the School District to carry out the administration of CFD No. 92-1, including, but not limited to, the following: the reasonable fees and expenses of any fiscal agent, including any fees or expenses of its counsel, employed by the School District in connection with any bonds of CFD No. 92-1; the reasonable expenses of the School District associated with the levy and collection of the Special Tax and the issuance of any bonds of CFD No. 92-1, including, but not limited to, the fees and expenses of its counsel, an allocable share of the salaries of School District staff directly related thereto, a proportionate amount of School District general administrative overhead related thereto, and all costs incurred in connection with the formation of CFD No. 95-1; and all other costs and expenses of the School District or any consultant incurred in connection with the administration of CFD No. 92-1.

**"Assessor's Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

**"Assessor's Parcel Map"** means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

**"Assigned Special Tax"** means the Special Tax for each Land Use Class of Developed Property determined by reference to Table I of Section C.1.a below.

**"Backup Special Tax"** means the Special Tax applicable to each Assessor's Parcel of Developed Property as determined in accordance with Section C.1.b below.

**"Board"** means the Board of Trustees of the Capistrano Unified School District acting as the legislative body of CFD No. 92-1.

**"CFD No. 95-1"** means Community Facilities District No. 95-1 of the Capistrano Unified School District.

**"Commercial Developed Property"** shall mean all Developed Property not classified as Residential Developed Property.

**"Condominium"** means a unit meeting the statutory definition of a condominium contained in California Civil Code, Section 1351.

**"County"** means the County of Orange, California.

**"Developed Property"** means for any Fiscal Year all Taxable Property for which a building permit was issued as of March 1 of the prior Fiscal Year.

**"District Bonds"** means collectively the 1993 Bonds and the Additional Bonds, if any.

**"Final Commercial Subdivision"** means a subdivision of property subject to nonresidential development by a condominium plan or through the recordation of a final map, parcel map or lot line adjustment, resulting in that property's final configuration and which permits the issuance of building permits.

**"Final Residential Subdivision"** means a subdivision of property subject to residential development by a condominium plan or through the recordation of a final map, parcel map or lot line adjustment, resulting in that property's final configuration and which permits the issuance of building permits.

**"Fiscal Year"** means the period starting on each July 1 and ending on the following June 30.

**"Gross Acreage"** means all acreage shown on the boundary map attached hereto, excluding Undeveloped Property and excluding up to 36.2 acres of Public Property.

**"Home Owner Association Property"** means any property within the boundaries of CFD No. 92-1 owned by, accepted for dedication by or irrevocably offered for dedication to a home owner association as of March 1 of the prior Fiscal Year.

**"Intermediate Subdivision"** means a subdivision of property through the recordation of a final map, parcel map or lot line adjustment, for finance or conveyance purposes but which does not permit the issuance of building permits.

**"Land Use Class"** means any of the classes listed in Table 1 below.

**"Maximum Special Tax"** means the maximum Special Tax, determined in accordance with Section C hereof, that can be levied in CFD No. 92-1 in any Fiscal Year on Undeveloped Property and each Land Use Class of Developed Property, as applicable.

**"Net Acreage"** means that acreage shown on the Assessor's Parcel Map for each Assessor's Parcel, exclusive of property exempt from the Special Tax pursuant to the Act or Section E below. In the event that the Assessor's Parcel Map shows no acreage, the Net Acreage for any Assessor's Parcel shall be that shown on the applicable condominium plan, final map or parcel map. For Condominiums, Net Acreage shall be determined by allocating the acreage of the underlying lot on which the Condominiums are or are to be constructed equally to each unit.

**"1993 Bonds"** means the Series 1993 Special Tax Bonds issued by CFD No. 92-1.

**“Proportionately” or “Proportioned”** shall mean for Developed Property that the ratio of the actual Special Tax levy to the Assigned Special Tax is equal for all Developed Properties. Proportionately or Proportioned shall mean for Undeveloped Property that the ratio of the actual Special Tax levy to the Maximum Special Tax for Undeveloped Property is equal for all Undeveloped Properties.

**“Public Property”** means any property within the boundaries of CFD No. 92-1, exclusive of Public Property classified as Undevelopable Property, owned by, irrevocably offered for dedication to, or for which an easement for purposes of public right-of-way has been granted to the federal government, the State of California, the County of Orange, any local government or other public agency as of March 1 of the prior Fiscal Year.

**“Religious Property”** means any parcel or portion thereof within the boundaries of CFD No. 92-1 that is used exclusively for a place of worship, as such use shall be determined by the School District.

**“Residential Developed Property”** shall mean all Developed Property, but not limited to, apartments, for which the building permit was issued for purposes of constructing a residential dwelling unit(s).

**“School District”** means the Capistrano Unified School District.

**“Special Tax”** means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property and Undeveloped Property to fund the Special Tax Requirement.

**“Special Tax Requirement”** means that amount required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) debt service and other periodic costs on the bonds or other indebtedness of CFD No. 92-1, (3) any amount required to replenish any reserve fund established in connection with bonds issued by or for CFD No. 92-1, (4) the costs of remarketing, credit enhancement and liquidity facility fees (including such fees for instruments that serve as the basis of a reserve fund in lieu of cash related to any such indebtedness), (5) an amount equal to the estimated delinquencies expected in payment of the Special Tax, as determined by the School District or its designee, and (6) the cost of acquisition, construction and/or rehabilitation of authorized facilities of CFD No. 92-1 (not to exceed a total of \$2,000,000 for purposes of rehabilitation).

**“Taxable Property”** means all of the Assessor's Parcels located within the boundaries of CFD No. 92-1 which are not exempt from the Special Tax pursuant to law or Section E below.

**“Undevelopable Property”** means all property designated by cross-hatching on the most current boundary map for CFD No. 92-1 on file with the School District, unless and until, if ever, property heretofore designated by cross-hatching is identified on an approved tentative map, Final Commercial Subdivision, or Final Residential Subdivision as intended to be developed (i.e., fails to meet the exemption criteria set forth in Section E) or property heretofore not designated by cross-hatching is identified on an approved tentative map, Final Commercial Subdivision, or Final Residential Subdivision as intended to be undevelopable (i.e., meets the exemption criteria set forth in Section E) in which event Undevelopable Property shall mean property designated as such on the revised boundary map on file with the School District on which the preceding changes will be reflected. Notwithstanding the above, the amount of Undevelopable Property exempt from the Special Tax shall not be increased to exceed the limitations set forth in Section E. If the amount of Undevelopable Property is greater than the limitations set forth in Section E, then the amount in excess shall be allocated its share of Gross Acreage pursuant to methodology in Section C and shall be subject to the Special Tax pursuant to Section D. Undevelopable Property shall be allocated to the categories set forth in Section E on a first in time basis.

**“Undeveloped Property”** means all Taxable Property not classified as Developed Property.

## **Section 2. ASSIGNMENT TO LAND USE CATEGORIES**

For each Fiscal Year, all property shall be classified as Taxable Property or tax-exempt property, and all Taxable Property shall be classified as Developed Property or Undeveloped Property and shall be subject to the Special Tax in accordance with the Rate and Method of Apportionment described in Sections C and D below. All tax-exempt property shall be classified as Undevelopable Property, Public Property, Religious Property or Home Owner Association Property.

For purposes of determining the applicable Assigned Special Tax for each Assessor's Parcel of Developed Property, all Developed Property shall be assigned to one of the Land Use Classes designated in Table I below. Residential Developed Property shall be assigned to Land Use Class 1. Commercial Developed Property shall be assigned to Land Use Class 2.

The square footage of a structure assigned to Land Use Class 1 shall be based on the square footage of the improvements to be constructed on the Assessor's Parcel as set forth on the most recent building permit issued for such parcel. The square footage of a structure assigned to Land Use Class 1 shall be exclusive of garages or other areas which are not used as assessable (i.e., habitable) space.

**Section 3.      MAXIMUM SPECIAL TAX RATES**

**1.      Developed Property**

The Maximum Special Tax for any Fiscal Year for each Assessor's Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the applicable Assigned Special Tax, or (ii) the amount derived by application of the Backup Special Tax.

**a.      Assigned Special Taxes**

The Assigned Special Taxes for Developed Property are shown in the table below.

**TABLE I**

**1993-94 Assigned Special Taxes for  
Developed Property in CFD No. 92-1**

<b>Land Use Class</b>	<b>Description</b>	<b>Assigned Special Tax</b>
1	Residential	\$0.76 per building square foot
2	Commercial	\$11,240 per acre

**b.      Backup Special Tax**

The Fiscal Year 1993-94 Backup Special Tax is equal to \$12,835 per Gross Acre. Upon the creation of a Final Commercial Subdivision, Gross Acreage shall be allocated to each Assessor's Parcel of Taxable Property in such subdivision for which the issuance of a building permit is permitted in proportion to the ratio of the Net Acreage of such Assessor's Parcel to the sum of the Net Acreage of all Assessor's Parcels of Taxable Property in such subdivision for which the issuance of a building permit is permitted. In the case of Final Commercial Subdivision which creates Condominiums, the Gross Acreage shall be allocated among the units specified in the condominium plan based on building square footage.

Upon creation of a Final Residential Subdivision, Gross Acreage shall be allocated equally to each Assessor's Parcel of Taxable Property in such subdivision for which the issuance of a building permit for purposes of construction of a residential unit or units is permitted. In the case of a Final Residential Subdivision which creates Condominiums, the Gross Acreage shall be allocated equally among the units specified in the condominium plan.

In the event that a Final Residential Subdivision includes both single family detached units and Condominium units Gross Acreage shall first be allocated between the single family detached units and the Condominium units based on the percentage of total Net Acreage for such subdivision attributable to single family detached units and Condominium units. The resulting Gross Acreage in such subdivision for single family detached unit shall then be allocated equally to each such unit. The resulting Gross Acreage for Condominium units shall also be allocated equally to each such unit.



If, however, after property has been subdivided resulting in a Final Commercial Subdivision or a Final Residential Subdivision, a subsequent subdivision of all or a portion of such property occurs, resulting in a new or revised Final Commercial Subdivision or a new or revised Final Residential Subdivision, the Gross Acreage previously allocated to the Assessor's Parcels which correspond to lots or units for which disclosure pursuant to Section 53341.5 of the Act has been furnished to a prospective occupant or lessee, if any, prior to recordation of the new or revised subdivision shall not change. The remaining Gross Acreage in such subdivision shall be allocated to each other Assessor's Parcel of Taxable Property in the new or revised subdivision in the manner described in the preceding paragraph.

On each July 1, commencing July 1, 1994, the Assigned Special Tax for each Land Use Class and the Backup Special Tax shall be increased by two percent (2.00%) of the amount in effect in the previous Fiscal Year.

## **2. Undeveloped Property**

The 1993-94 Maximum Special Tax for Undeveloped Property shall be \$14,000 per Gross Acre. Undeveloped Property shall be taxed per Gross Acre prior to the existence of a Final Commercial Subdivision, Final Residential Subdivision or Intermediate Subdivision.

Upon the creation of a Final Commercial Subdivision, Gross Acreage shall be allocated to each Assessor's Parcel of Taxable Property in such subdivision for which the issuance of a building permit is permitted in proportion to the ratio of the Net Acreage of such Assessor's Parcel to the sum of the Net Acreage of all Assessor's Parcels in such subdivision for which the issuance of a building permit is permitted. In the case of a Final Commercial Subdivision which creates Condominiums, the Gross Acreage shall be allocated among the unit specified in the condominium plan based on building square footage.

Upon the creation of a Final Residential Subdivision, Gross Acreage shall be allocated equally to each Assessor's Parcel of Taxable Property in such subdivision for which the issuance of a building permit for purposes of construction of a residential unit or units is permitted. In the case of a Final Residential Subdivision which creates Condominiums, the Gross Acreage shall be allocated equally among the units specified in the condominium plan.

Upon the creation of an Intermediate Subdivision, Gross Acreage shall be allocated to each Assessor's Parcel of Taxable Property in such subdivision in proportion to the ratio of the Net Acreage of such Assessor's Parcel to the sum of the Net Acreages of all Assessor's Parcels of Taxable Property in such subdivision.

If, however, after property has been subdivided resulting in a Final Commercial Subdivision or a Final Residential Subdivision, a subsequent subdivision of all or a portion of such property occurs, resulting in a new or revised Final Commercial Subdivision or a new or revised Final Residential Subdivision, the Gross Acreage previously allocated to the Assessor's Parcels which correspond to lots or units for which disclosure pursuant to Section 53341.5 of the Act has been furnished to a prospective purchaser or lessee, if any, prior to recordation of the new or revised subdivision shall not change. The remaining Gross Acreage shall be allocated to each other Assessor's Parcel of Taxable Property in the new or revised subdivision in the manner described in the preceding paragraph.

On each July 1, commencing July 1, 1994, the Maximum Special Tax for Undeveloped Property shall be increased by two percent (2.00 %) of the amount in effect in the previous Fiscal Year.

## **D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

The CFD No. 92-1 Special Tax and the CFD No. 95-1 Special Tax shall be levied in the order set forth below (i.e., first the steps listed under Section D.1 shall be applied, then the steps under Section D.2, and so on). In Section D.1 only special taxes in CFD No. 92-1 are levied. In Section D.2, special taxes are levied in CFD No. 92-1 and CFD No. 95-1 in the order listed. In Section D.3 only special taxes in CFD No. 92-1 are levied. References to CFD No. 95-1 Special Taxes are made to indicate the order in which CFD No. 92-1 Special Taxes and CFD No. 95-1 Special Taxes are to be levied, not to indicate that CFD No. 95-1 Special Taxes in addition to those levied under the rate and method of apportionment for CFD No. 95-1 will be collected.

### **1. 1993 Bonds (CFD No. 92-1 Special Tax)**

Commencing with Fiscal Year 1993-94, and for each following Fiscal Year, the Board or its designee shall

determine items one through five of the Special Tax Requirement relative to the 1993 Bonds, and any Additional Bonds sold to the initial purchaser thereof after a petition has been submitted to the Board pursuant to Section F of the rate and method of apportionment for CFD No. 95-1, for the applicable Fiscal Year. If no petition has been submitted pursuant to Section F of such rate and method of apportionment, then CFD No. 92-1 Special Taxes and CFD No. 95-1 Special Taxes for Additional Bonds shall be levied pursuant to Section D.2 hereof. The Board shall levy the Special Tax in each Fiscal Year, as provided below, until the aggregate amount of the levy equals items one through five of the Special Tax Requirement relative to the 1993 Bonds, and certain Additional Bonds if applicable:

**First:** The CFD No. 92-1 Special Tax shall be levied Proportionately on each Assessor's Parcel of CFD No. 92-1 Developed Property up to 100% of the applicable CFD 92-1 Assigned Special Tax;

**Second:** If additional monies are needed after the first step has been completed, the CFD No. 92-1 Special Tax shall be levied Proportionately on each Assessor's Parcel of CFD No. 92-1 Undeveloped Property, up to 100% of the applicable CFD No. 92-1 Maximum Special Tax;

**Third:** If additional monies are needed after the second step has been completed, then the levy of the CFD No. 92-1 Special Tax on each such Assessor's Parcel of CFD No. 92-1 Developed Property, whose Maximum Special Tax is determined through the application of the CFD No. 92-1 Backup Special Tax, shall be increased in equal percentages from the CFD No. 92-1 Assigned Special Tax up to the CFD No. 92-1 Maximum Special Tax for each such Assessor's Parcel;

**Fourth:** If additional monies are needed after the first three steps have been completed, then the CFD No. 92-1 Special Tax shall be levied on all Public Property, Homeowner Association Property, Religious Property and Undevelopable Property in CFD No. 92-1 which is not exempt pursuant to Section E below at up to 100% of the CFD No. 92-1 Maximum Special Tax rate for Undeveloped Property.

## **2. Additional Bonds (CFD No. 92-1 and CFD No. 95-1 Special Tax)**

Commencing with Fiscal Year 1993-94, and for each following Fiscal Year, the Board or its designee shall determine items one through five of the Special Tax Requirement relative to the Additional Bonds for the applicable Fiscal Year. The Board shall levy the CFD No. 92-1 Special Tax and CFD No. 95-1 Special Tax in each Fiscal Year, as provided below, until the aggregate amount of the levy under Sections D.1 and this D.2 equals items one through five of the Special Tax Requirement relative to the 1993 Bonds and the Additional Bonds:

**First:** If the CFD No. 92-1 Special Tax levied on CFD No. 92-1 Developed Property pursuant to Section D.1 is less than the applicable CFD No. 92-1 Assigned Special Tax, then the Special Tax on each Assessor's Parcel of CFD No. 92-1 Developed Property shall be increased from the amounts computed pursuant to Section D. 1, up to 100 % of the applicable CFD No. 92-1 Assigned Special Tax;

**Second:** If additional monies are needed after the immediately preceding first step has been completed, then the CFD No. 95-1 Special Tax shall be levied Proportionately on each Assessor's Parcel of CFD No. 95-1 Developed Property (which has not been relieved from the CFD No. 95-1 Special Tax) up to 100% of the applicable CFD No. 95-1 Assigned Special Tax;

**Third:** If additional monies are needed after the immediately preceding second step has been completed and if the CFD No. 92-1 Special Tax levied on Undeveloped Property pursuant to the second step under Section D.1 is less than \$3,902 per acre, then the CFD No. 92-1 Special Tax on each Assessor's Parcel of CFD 92-1 Undeveloped Property shall be increased from the amounts computed pursuant to Section D.1, up to \$3,902 per acre;

**Fourth:** If additional monies are needed after the immediately preceding third step has been completed, then the CFD No. 95-1 Special Tax shall be levied Proportionately on each Assessor's Parcel of CFD No. 95-1 Undeveloped Property (which has not been relieved from the CFD No. 95-1 Special Tax), up to \$3,902 per acre;

**Fifth:** If additional monies are needed after the immediately preceding fourth step has been completed, then the CFD No. 92-1 Special Tax for each Assessor's Parcel of CFD No. 92-1 Undeveloped Property and the CFD No. 95-1 Special Tax for each Assessor's Parcel of CFD No. 95-1 Undeveloped Property (which has not been relieved from the CFD No. 95-1 Special Tax) shall be increased, on a pro rata basis among all such Assessor's

Parcels, above \$3,902 per acre, up to 100% of the applicable CFD No. 92-1 Maximum Special Tax and CFD No. 95-1 Maximum Special Tax, respectively;

**Sixth:** If additional monies are needed after the immediately preceding fifth step has been completed, then the levy of the CFD No. 92-1 Special Tax on each Assessor's Parcel of CFD No. 92-1 Developed Property whose Maximum Special Tax is determined through the application of the CFD No 92-1 Backup Special Tax, shall be increased in equal percentages from the amounts computed in Section D.1 up to the CFD No. 92-1 Maximum Special Tax for each such Assessor's Parcel.

**Seventh:** If additional monies are needed after the immediately preceding sixth step has been completed, then the Special Tax on all Public Property, Homeowner Association Property, Religious Property and Undevelopable Property in CFD No. 92-1 which is not exempt pursuant to Section E below shall be increased in equal percentages from the amounts computed in Section D.1 up to the CFD No. 92-1 Maximum Special Tax rate for Undeveloped Property, and the CFD No. 95-1 Special Tax on Public Property, Religious Property, and Property Owner Association Property in CFD No. 95-1 shall be levied up to the CFD No. 95-1 Maximum Special Tax for Undeveloped Property.

Notwithstanding anything herein to the contrary, Section D.2 shall apply to all Additional Bonds unless pursuant to Section F of the rate and method of apportionment for CFD No. 95-1 the Owners of at least two-thirds of the CFD No. 95-1 Taxable Property petition the Board in writing that the CFD No. 95-1 Special Taxes will not be applied to the payment of any Additional Bonds thereafter sold to initial purchasers thereof. In such event, the Board shall not levy CFD No. 95-1 Special Taxes to pay for items one through five of the Special Tax Requirement relative to any Additional Bonds sold after the date such petition is submitted to the Board, and such bonds shall not be secured by the CFD No. 95-1. In any event, CFD No. 92-1 Special Taxes and CFD No. 95-1 Special Taxes shall be levied pursuant to this Section D.2 for all Additional Bonds sold to an initial purchaser thereof prior to the submittal of such petition.

### **3. Pay-As-You-Go Facilities (CFD No. 92-1 Special Tax)**

Commencing in Fiscal Year 1993-94, and for each following Fiscal Year, the Board or its designee shall determine item six of the Special Tax Requirement for the applicable Fiscal Year. The Board shall levy the Special Tax in each Fiscal Year, as provided below, until the aggregate amount of the levy under Sections D.1, D.2, and this D.3 equals items one through five of the Special Tax Requirement relative to the 1993 Bonds and the Additional Bonds and item six of the Special Tax Requirement: If the Special Tax levied on CFD No. 92-1 Developed Property pursuant to Sections D.1 and D.2 is less than the applicable CFD No. 92-1 Assigned Special Tax, then the CFD No. 92-1 Special Tax on each Assessor's Parcel of CFD No. 92-1 Developed Property shall be increased from the amounts computed pursuant to Sections D.1 and D.2, up to 100% of the applicable CFD No. 92-1 Assigned Special Tax.

## **E. EXEMPTIONS**

The Board shall not levy a CFD No. 92-1 Special Tax on the following:

**Category 1:** CFD No. 92-1 Undevelopable Property designated for the following uses:

- 29.6 acres of land to be acquired by the School District
- 8.2 acres of land to be acquired by the Santa Margarita Water District
- 21.3 acres of land to be acquired by a home owner association for two parks
- 638.5 acres of land to be dedicated to the County for purposes of open space
- 35.5 acres of land to be dedicated to or to be encumbered with public right-of-way easements granted to the County for streets

**Category 2:** CFD No. 92-1 Public Property, up to 36.2 acres, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act. If a property is irrevocably offered for dedication or dedicated to or acquired by a public agency after the lien date for any given Fiscal Year (i.e., the March 1 preceding such Fiscal Year), the CFD No. 92-1 Special Tax for that year shall nonetheless be due and payable.

**Category 3:** CFD No. 92-1 Religious Property, provided that if a property is acquired by a religious organization after the lien date for any given Fiscal Year (i.e., the March 1 preceding such Fiscal Year), the CFD No. 92-1 Special Tax for that year shall nonetheless be due and payable.

**Category 4:** CFD No. 92-1 Home Owner Association Property, provided that if (i) a property is dedicated to or acquired by a home owner association after the lien date for any given Fiscal Year (i.e., the March 1 preceding such Fiscal Year), the Special Tax for that year shall nonetheless be due and payable and that if (ii) Home Owner Association Property is located in a final map or parcel map for which the construction of residential units is not permitted, such Home Owner Association Property shall be taxed at the CFD No. 92-1 Maximum Special Tax set forth in Section C.2 above and to the extent set forth in Section D above.

For Category 1, if the number of acres of land dedicated, irrevocably offered for dedication or encumbered with a public right-of-way easement and granted to one of the public agencies or home owner association identified in Category 1 exceeds the amount of land allocated to that public agency or home owner association by more than four and one-half percent (4.50%), then the acres exceeding such number shall be taxed at the rate set forth in Section C.2 above and to the extent set forth in Section D above. In the case of the County, the 4.50% percent test shall be applied separately to land dedicated or irrevocably offered for dedication to the County for open space and for land dedicated to or for which a public right-of-way easement has been granted to the County for streets.

For Category 2, if the number of acres of Public Property exceeds the amount of land specified by more than four and one-half percent (4.50%), then the acres exceeding such number shall be taxed at the CFD No. 92-1 Maximum Special Tax set forth in Section C.2 above and to the extent set forth in the last paragraph of Section D above. The 36.2 acres of Public Property which is exempt from the special tax shall be allocated on a first in time basis.

**F. MANNER OF COLLECTION**

The Special Tax will be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 92-1 may collect CFD B-12 No. 92-1 Special Taxes at a different time or in a different manner as determined by the Board, if necessary to meet its financial obligations.

**G. PREPAYMENT OF SPECIAL TAX**

Pursuant to Section 53321 of the Government Code, the CFD No. 92-1 Special Tax obligation may be prepaid and permanently satisfied upon satisfaction of the following conditions:

(i) If, prior to such prepayment, the Board has established a prepayment formula which formula (a) equitably allocates the Special Tax Requirement projected for future years among the parcel prepaying its CFD No. 92-1 Special Tax obligation and the parcels remaining subject to the CFD No. 92-1 Special Tax following such prepayment, (b) does not violate the terms of any resolution of issuance, or any supplement to resolution, executed in connection with any District Bonds issued prior to such prepayment, and (c) does not interfere with the timely retirement of any District Bonds issued prior to such prepayment; and

(ii) if the prepayment amount derived by application of the formula approved as set forth in (i) above shall be paid in full to CFD No. 92-1.

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APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT

[TO COME]

APPENDIX D

THE FINANCIAL STATEMENTS OF THE SCHOOL DISTRICT  
AS OF AND FOR THE YEAR ENDED JUNE 30, 2012



[TO COME]

APPENDIX E  
FORM OF CONTINUING DISCLOSURE CERTIFICATE

[TO COME]

APPENDIX F  
PROPOSED FORM OF OPINION OF BOND COUNSEL

[TO COME]

1228 N Street, Suite 13  
Sacramento, CA 95814  
(916) 444-5100

Capistrano Unified School District  
San Juan Capistrano, CA

June 26, 2013

TO: All Trustees

FROM: Joseph M. Farley, Superintendent

SUBJECT: **SUPPORT MATERIAL FOR BOARD DISCUSSION REGARDING  
FACILITY NEEDS AND ISSUES AT SAN CLEMENTE HIGH SCHOOL**

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**Introduction**

Board President John Alpay asked that the Board of Trustees be provided an opportunity to discuss site conditions and needs at San Clemente High School (SCHS), including short-term and long-term improvements, modernization, and construction projects.

WLC Architects conducted a Districtwide analysis of facility needs in 2008 that included specific recommendations for each school site. Since the WLC analysis of SCHS, a few site conditions were addressed but most have worsened. The attached report by WLC Architects on SCHS includes detailed information and analysis, some of which are summarized in this memorandum.

**Projects in Progress or Recently Completed**

Twenty-eight new security cameras will be installed to improve external surveillance.  
Network upgrades will be completed.  
Blacktop areas were reslurried.

**Buildings**

There is interest in building a new pool and pool support facility.  
There is interest in building a new performing arts center.  
There is interest in expanding the current administration center.  
There is a need to replace aging portable classrooms with permanent structures.

**Modernization and Renovation**

There is a need for total roof replacement and/or repair throughout the campus.  
There is a need to replace dry-rot wood throughout the campus.  
There is a need for new flooring throughout the campus.  
There is a need for new flooring in the gymnasium and the original gym locker rooms.  
There is a need to replace the HVAC system in the Triton Center.  
There is a need to install air conditioning in the upper campus (none currently exists).  
There is a need to install air conditioning in the main gymnasium.  
There is a need to replace the intercom and phone system.  
There is a need to replace the fire alarm system.  
There is a need to replace student lockers.  
There is a need for updated lighting and security systems throughout the campus.

There is a need for extensive ADA upgrades throughout the campus, particularly the upper campus.  
There is a need for additional electrical outlets in most classrooms.  
There is a need for improved parking throughout the campus.  
There is a need for improved access to the campus.  
There is a need to replace cracked and uneven concrete throughout the campus.  
There is a need to replace the stadium bleachers.  
There is a need to replace and/or modernize many restroom facilities throughout the campus.

### **Maintenance**

There is a need for exterior painting throughout the campus.  
There is a need to replace and improve irrigation systems throughout the campus.  
There is a need to improve landscaping throughout the campus.  
There is a need for improved external fencing throughout the campus.

### **Funding Sources**

The current, primary funding source for site improvements at SCHS is CFD 90-2, which has a balance of approximately \$6.2 million. CFD 90-2 is available for capital improvement projects at SCHS, San Juan Hills High School, Vista Del Mar Elementary School, and Vista del Mar Middle School. The SCHS facility needs far exceed any at the other schools where CFD 90-2 funds may be expended.

The Board may wish staff to explore other funding options, which may be discussed at the meeting.





# San Clemente High School

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## Introduction

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### **San Clemente Family San Clemente High**

Located in San Clemente, San Clemente High School is in a notable coastal area which is legendary for its waves and weather. They currently have 3,364 ninth through twelfth grade students and were renowned as one of the few lasting "small town" high schools in Southern California in 1996 as well as being nominated as a National Blue Ribbon School in 1999. They are also an International Baccalaureate (IB) School where students can obtain an IB Diploma in a rigorous two year educational curriculum which is acknowledged by colleges and universities internationally. The teachers develop a curriculum that is meticulous so that many of them are prepared for secondary education. To ensure that the students are prepared for society after they graduate high school, the school provides a Regional Occupational Program (ROP) to direct students through the possibilities of careers and colleges as well as having educational counselors convene with freshman to develop a four year plan which is personalized to their post secondary goals. The school also provides higher learning classes in various subjects such as statistics, psychology, American government, English literature, chemistry, and computer science to name a few as well as programs such as the National Honor Society, Associated Student Body (ASB), Model United Nations, and Accelerated Academic Achievement (AAA). With computer labs and a multi-media research lab, the teachers are able to provide stupendous educational support. The school as well as the community takes part in putting together activities such as hanging banners for campus events and creating the homecoming parade. The events are so extravagant that supporters of all kinds are at these events. Without the help of the PTSA, the community, and parents, these events and clubs would not be around. The school also provides the students with 23 sports to choose from where the competitive students can show their school spirit. The students are able to do extremely well with a quiet campus and adhere to the school's zero tolerance toward truancy as well as the dress code.



## Campus Facility Surveys

### San Clemente High School Modernization Master Plan Project 0811625.01

#### Facilities Surveys

WLC visited the site and met with Principal George Duarte on September 24, 2008. WLC explained the Facilities Master Plan process and that schools were being evaluated on three different levels: structure, systems, and programs. The purpose of the meeting was to discuss if the school facility adequately supports programs implemented in the school. WLC also explained that each campus was being compared to the State standards for the minimum essential facilities which include: Administration, Multi-Purpose, Library, and Gymnasium. In addition, WLC incorporated information and comments from previous assessment reports. It should be known that this campus has an upper and lower campus. The upper campus is very difficult to integrate with the lower campus because of the distance the students are from the other academic programs.

#### Health and Safety/Code Compliance

The site would like security cameras in order to have the ability to view video tapes in the case of vandalism. The site needs more exterior and parking lot lighting added for safety and security reasons. Typically at a high school, the Administration is positioned at the front so it can monitor entry to the campus; this requires that visitors go through the Administration before they can access the other buildings. However, the Administration at this site is not positioned well. Many other buildings can be accessed by visitors who do not go through the Administration. At this campus, there is no accessible path of travel between the upper and lower campus. The upper campus faces many accessibility challenges due to the level changes and slopes. There are several non-compliant paths of travel within the upper campus between the Administration and the classrooms. The upper campus requires extensive ADA upgrades which include the restrooms and door hardware. Additionally, the ramp to the upper campus is not ADA compliant and the path of travel and accessibility in the upper campus is out of compliance. WLC noted that in the lower campus Administration, the reception desk is not accessible as well as the attendance and guidance counters.

#### Infrastructure

In the Triton Center Cafeteria, the HVAC needs to be improved because the temperature control is inadequate, especially during performances. WLC noted that there is no air conditioning in the Gymnasium. Additionally, the computer lab in the upper campus needs air conditioning. In the classroom buildings the power and technology systems need to be upgraded with more outlets and more computer drops. It should be noted that there are roof drainage problems throughout the campus.



## Campus Facility Surveys

### Building Improvements/Needs

The size of the Administration Building is inadequate to house all of the staff and to serve the needs of the students. This area needs to be expanded since the office area is too small, there is no Conference Room, and there is no Psychology or Special Education area. It should be noted that this building does not have insulation. In the Multi Purpose Room, WLC noted that the stage hardwood floor is in poor condition. The school would like to expand the Library and there is the potential to expand it into the career center. The book room in the Library is adequately sized. However, there is a need for more computer stations for the book check-out. Currently, the Computer Lab accommodates 30 computer stations with 18 additional stations at the back of the Library. The turnstile exit at the Library causes exiting problems. The school wants to add more magnetic gates because they have a problem with students stealing books.

In the Gymnasium Building there is a training room that is co-ed and it was put together in a makeshift way by the staff and parents. There needs to be adequate facilities provided for the boys and girls. The PE lockers and the team room lockers need to be replaced since the vandalism of lockers with recessed locks is very high. There are not enough lockers to accommodate the entire student population. In the Gymnasium, the partition wall track needs to be removed from the floor and it needs to be filled in with wood. Additionally, the roof of the Gymnasium needs to be repaired or replaced. New bleachers, a new scoreboard, and new lighting need to be provided for the Gymnasium as well.

The Triton Center is approximately 15,000 square feet and this building houses the food service, a Multi Purpose Room Cafeteria, a Staff Lounge, offices, and a small stage. It should be known that this is the only facility available for indoor eating and theater and dance productions. The assembly capacity is approximately 700 people while the dining capacity is approximately 300 people. This site requires a larger facility due to the number of students attending the school. The stage lighting and sound does not function in this building and during the most recent performance all of the sound was lost. The Staff Lounge in the building is not ideally located and the staff tends to not use the space. Additionally, the Staff Lounge needs upgrades to lighting and interior finishes. The single pane window wall in the Staff Lounge needs to be replaced with tempered glazing.

Classroom Buildings 100-600 were modernized in 2003. The improvements included the addition of skylights, lighting upgrades, and air conditioning upgrades. All of the classrooms need to have storage provided, their interior finishes need to be upgraded, and there needs to be wiring and ceiling mounts added in order to ceiling-mount the LCD projectors. It should be noted that the Science Rooms are being renovated.

The lockers in the ceramics courtyard need to be replaced. Additionally, the roofs need to be repaired or replaced and the exterior needs to be painted. In the permanent Science Building, which is Building 500, there were skylights added during 2003 but they are not functioning and the building has several roof leaks. In the modular two-story Science



## Campus Facility Surveys

### Building Improvements/Needs Continued

Building, more ventilation is requested since there is only one small window and it does not provide enough fresh air. The computer access to the internet in this building is not available from all outlets.

The size and configuration of the Photography Classroom lab is adequate. However, a permanent darkroom is required because the existing darkroom was built by teachers. The plumbing fixtures in the darkroom need to be upgraded and the classroom needs a major overhaul including electrical, cabinets, and plumbing work throughout the space. The classroom size of the Choir and Band Room, which is in Building 700, does not accommodate the program. This area needs to have performance space provided since the Vocal Arts Department must travel off campus in order to perform. Additionally, the acoustics in this room need to be improved. It should be noted that the Drama classroom is adequately sized. However, they need more storage provided and the interior finishes need to be upgraded. The Dance Room, S-1, is located in the former wood shop class. A new dance floor surface was installed with site funds but the floor subsurface is concrete. The dancers are easily injured when they dance on the hard concrete floors. The Dance Room needs an appropriate "spring" dance floor in order to protect the dancers from injury. The Auto Shop classroom is too small, the power is not adequate, the air compressor does not accommodate all of the tools, and there are not enough air hoses in the outside compound since only a total of three exist. There is no technology for cable TV hook-up, the dry rot and termite damage needs to be repaired, and exterior lighting is required since there are ROP classes held at night.

At the upper campus, the District has been unable to implement any modernization to the existing buildings due to the financial burden of addressing the accessibility improvements that will be required by the Division of the State Architect. The upper campus is 40 years old and it requires a complete modernization. All of the classrooms in the upper campus were designed for elementary age students, so all of the casework and interior finishes need to be upgraded to be appropriate for high school students. Additionally, lighting upgrades are required in all of the classrooms. There is an operable wall between Rooms U-10 and U-11 that does not provide adequate sound attenuation. Additionally, the decayed wood fascia on all of the buildings needs to be repaired.

### Site Improvements/Needs

Access from East Avenida Pico with cars coming off the freeway is difficult and dangerous. There have been ongoing discussions with the City to discuss ways to improve the traffic flow. The overall site and parking lot supervision is difficult because there are multiple points of access and the students leaving the campus cause concern. There are hallways on the exterior of the buildings that have lockers. The lockers need to be replaced and exterior fencing needs to be installed in order to secure the lockers.



## Campus Facility Surveys

### Site Improvements/Needs Continued

The cracked and uneven concrete and asphalt paving throughout the campus needs to be repaired and or replaced. The landscaping in the upper quad needs to be improved and the school wants campus-wide beautification. The upper fields are under-utilized because they are too far away from the students. These fields are mainly used after hours by the community and City. The roof drains are not functioning properly and the masonry walls at the two-story quad area need to be repaired because the corners are breaking off in multiple places. The school would like to have the pool enlarged to be 25 x 50 meters in order to accommodate water polo. There is a possibility in the long term master plan to relocate the pool facility. The Principal suggested building a new pool by the practice field adjacent to the new Gymnasium. The Principal also commented that the new Performing Arts Theater should be at the front of the campus adjacent to the existing pool facility. There has been discussion about renovating the Triton Center (Food Services) or moving it to another area. More staff and student restrooms need to be added to the upper and lower campuses as well as upgrading and modernizing all of the restrooms. The modular restroom facilities are in poor condition. The construction type and interior finishes, which are modular with vinyl composition tile floors and FRP board on the walls, allows for absorption of urine causing a very bad odor. The restroom facilities should be placed on a concrete slab and the interior finishes should be upgraded to ceramic tile. Additionally, the drinking fountain at the exterior of the modular restrooms needs to be replaced. It should be noted that WLC has conducted a plumbing fixture count.

### Site Enhancements

This school would like a state of the art theater and performance center provided that can seat a minimum of 700 people. The school would also like to convert the home side bleachers of the stadium to the visitor's side. They would like to construct the new bleachers into the side of the hill with team rooms underneath on the current visitor side. The site would like to have restrooms added at the stadium and at the baseball field. The site would also like to add artificial turf to the front ball fields. The school would also like to have lighting added on the walkway to the upper campus.



## **Maintenance and Operations Comments**

### San Clemente High School Modernization Master Plan Project 0811625.01

#### **Maintenance and Operations Department noted the following.**

1. The access to the home side bleachers is not ADA compliant.
2. There are water issues at the retaining wall by the shop area; flooding at the classrooms occurs as well.
3. Vehicular access is needed to the field light poles.
4. The tennis court light pole bases are encased in concrete. These poles cannot be removed from bases and therefore cannot be serviced.
5. The switchgear that powers the stadium lighting is very old and may need to be replaced soon.
6. Electrical service to the pods is inadequate. More power capacity is needed.
7. New water and gas mains are required.
8. The two-story classroom is settling, so the doors are constantly being adjusted.
9. There is standing water around the classrooms. Proper drainage is needed.
10. Throughout the campus there are termite and dry rot issues.
11. The older doors on this campus contain asbestos. They need to be abated and replaced.
12. The fascia is 1/2" asbestos "Transite". This needs to be abated and replaced.
13. The duct work at the Triton Center contains openings. Ducts need to be replaced along with the HVAC equipment throughout.
14. The light fixtures at the Triton Center have asbestos. These need to be abated and replaced.
15. The fire alarm system needs to be removed and upgraded with a new system.
16. The roof at Building 100 is going to be replaced in the summer of 2009 at an estimate cost of \$70,000.00.



## **Maintenance and Operations Comments**

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### **Maintenance and Operations Department noted the following.**

17. The roof at the Shop Building is going to be replaced in the summer of 2009 at an estimated cost of \$150,000.00.
18. The concrete walkway around the Triton Center near the Staff Lounge area is going to be replaced in the summer of 2009 at an estimated cost of \$100,000.00.





## Campus Facility Surveys

### San Clemente High Existing Site Conditions

#### Minimum Essential Facilities

The Minimum Essential Facilities Table 1 provides information regarding San Clemente High School's facility adequacy compared to the State's recommended square footage for minimum essential facilities.

**Table 1**

Dana Hills High School			2007-2008 Enrollment 3,031	
Building Type	Existing Square Footage	CDE Minimum Required	Square Footage Based on Enrollment	Difference to CDE Requirements
Administration	6,746	4 sq. ft. per pupil minimum 800 sq. ft.	13,456	-6,710
Multi-Purpose Room (Includes food service)	11,502	6.3 sq. ft. per pupil minimum 8,200 sq. ft.	21,193	*-9,691
Library	4,560	4.3 sq. ft. per pupil plus 600 sq. ft.	15,065	-10,505
Gymnasium (Includes shower locker)	23,152	15.3 per pupil Minimum 8,380 maximum 18,000	51,469	-28,317

\*Does not meet CDE minimum requirement

#### Site Adequacy

The Site Adequacy Table 2 provides information regarding San Clemente High School's Site adequacy compared to the California Department of Education (CDE) recommendations. San Clemente High School is located on a site of 57 acres. Based on the school's 2007-2008 enrollment of 3,364 students, CDE recommends a site size of 69.78 acres. Site density is expressed in terms of students per acre.

**Table 2 - Essential Site**

Existing Acreage (Net)	Based on 2007 Enrollment (3,364 Students) CDE Recommended Site Acreage					CDE Recommend site size	Difference to CDE requirements (acres)
	9	10	11	12	Total		
57	848	869	848	803	3,368	69.78	-12.78



## Campus Facility Surveys

### Restroom Fixture Count

The California Code of Regulations provides information regarding the number of fixtures required to serve the population of the school. Table 3 is a summary of the required plumbing fixtures. Table 4 is a summary of the plumbing fixtures that are needed.

**Table 3**

**Plumbing Fixture Requirements Summary**

	School Enrollment	Enrollment Divided by 2 Male/Female	Required Female Water Closets	Required Male Water Closets	Required Male Urinals	Required Female Lavatories	Required Male Lavatories	Required Drinking Fountains
High	3,364	1,682	00	17	48	12	12	22
Staff	175	87	1	3	1	2	1	
<b>TOTAL REQUIRED</b>			<b>91</b>	<b>15</b>	<b>19</b>	<b>14</b>	<b>11</b>	<b>22</b>

**Table 4**

**Plumbing Fixture Need Summary**

	School enrollment	Enrollment Divided by 2 Male/Female	Existing Female Water Closets	Existing Male Water Closets	Existing Male Urinals	Existing Female Lavatories	Existing Male Lavatories	Existing Drinking Fountains
High	3,364	1,682	15	22	11	10	33	13
Staff	175	87	10	7	1	9	8	
<b>STUDENT</b>			<b>15</b>	<b>20</b>	<b>4</b>	<b>12</b>	<b>9</b>	<b>17</b>
<b>TOTAL NEED</b>								
<b>STAFF</b>			<b>6</b>	<b>4</b>	<b>0</b>	<b>7</b>	<b>0</b>	
<b>TOTAL NEED</b>								

\* Based on DSA/AC Accessibility requirements of CBC Section 11B.1.6, in low drinking fountains are needed for each fixture. Of the forty-three fixtures provided by plans, five meet this accessibility requirement. Seventeen additional are needed to comply.

### Site Features

The Site Features Table 5 provides information on the school's other site features, such as availability of parking and presence/absence of bus drop-off.

**Table 5**

On-Site Parking Spaces	Parking Spaces per Classroom	Separate Bus Drop-Off
600	1:11	Yes



STRUCTURAL MECHANICAL ELECTRICAL AND CIVIL ENGINEERS  
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June 30, 2008

WLC Architects, Inc.  
10470 Foothill Blvd.  
Rancho Cucamonga, CA 91730

PROJECT: CAPISTRANO UNIFIED SCHOOL DISTRICT  
SAN CLEMENTE HIGH SCHOOL

Subject: Electrical Assessment Report

Summary:

T M A D TAYLOR & GAINES (TTG) visited Truman Benedict Elementary School in June, 2008, to observe and inspect the electrical systems submitted by the School and made available to TTG by the architect WLC.

The following are our site observations, and recommendations:

SYSTEM OVERVIEW AND DEFICIENCIES

- Power Distribution System: San Clemente High School has two campus locations. The first is the lower main campus and the second is the upper remote campus. The lower main campus, which teaches grades 10 through 12, is larger than the remote upper campus which teaches 9th grade only. The lower main campus has two existing main and metering service switchgears. The original campus main service switchgear was installed in 1964 with a 1600A, 277/480V, 3 phase, 4 wire service rating. A new main service switchgear had been added recently to serve a new gymnasium under construction. The recent main service switchgear is rated at 4000A, 277/480V, 3-phase, 4 wire. The existing original switchgear appears to be in poor condition and considered barely adequate for the power requirements for a modern facility. This main switchgear feeds power to the original administration, classrooms, library and theater buildings through 480V feeders, step down transformers and panelboards. The original power equipment is more than past the life expectancy of 25 years old and do not provide the reliability and power quality capacity for future expansion projects, especially if computer grade electrical systems to power computers and other technology equipment to be implemented. The recently added switchgear is new and has the capacity to serve the entire lower main campus. It is currently serving three added two-story modular buildings and will provide power to the new gymnasium. This gear can provide the quality capac



ity for future remodel expansion projects including computer-grade electrical systems to power computers and other technology equipment to be implemented. There is enough working clearance (more than the code requirement of 4 feet).

The upper campus has an existing main and metering switchboard rated at 600A, 120/208V, 3-phase, 4-wire and appears to be in poor condition. The gear is the original and considered inadequate for the power requirements of a modern facility. This main switchboard feeds power to various buildings and relocatable classrooms through 120/208V feeders. The original switchboards, feeders and panelboards have been maintained adequately and are in working condition, but do not provide the reliability or the power quality capacity for future remodel expansion projects, especially if computer-grade electrical systems to power computers and other technology equipment is to be implemented. There is not enough working clearance (less than the code requirement of 3 feet) around the 120/208V main switchboard. There is no emergency system present in the campus.

- **Power receptacles:** The quantity and types are basically per the original installation in the lower campus original buildings. Some rooms have been modernized by adding additional outlets have been added on an as-needed basis, especially for power to computers (4 duplex receptacles plus one duplex receptacle by the teachers' station and one for the T.V.) by extending existing branch circuits where they were physically available or by running new branch circuits in new surface raceway. Some rooms have not been modernized at all. Existing branch circuits and panelboards could become overloaded if additional computers are connected with no adequate planning. The existing system in the original buildings are not designed to handle the harmonics associated with computer type loads. Receptacles near sinks in general are not GFI type as required by code. The added two-story modular buildings are code compliant. The upper campus receptacles are per original installation and do not comply with current code requirements. No room upgrades have been observed in the campus with the exception of the computer lab. Computer loads have been added to existing original panelboards and possible power quality can affect computer performance. Receptacles near sinks in general are not GFI type per code requirements.

- **Lighting:** The existing interior system in the upper and lower campuses original buildings mainly consists of recessed, mounted fluorescent fixtures with some incandescent lights in the bathrooms, utility rooms, storage rooms, corridors, and locker rooms, as provided with the original building. Light fixtures are in fair condition, with some lenses missing or damaged. Fixtures are not seismically supported per present code and pose a seismic hazard. Some rooms have illumination levels below standards. Light controlling switches are mounted higher than the ADA requirement of 48" above finish



floor. Lighting in the Multi-Purpose Theater Room is below recommended light levels and the original incandescent stage lighting system is in fair condition, but provides inadequate illumination and controlling. The existing school lighting system does not comply with the 2007 energy efficiency standards of CCR Title 24, Part 1. Exit signage and exit pathway illumination is inadequate per present codes. There is a combination of non-illuminated and illuminated exit signs. Quantity and location of existing exit signs are not in compliance per present codes. Some outdoor lighting fixtures have been vandalized and others have yellowed lenses and corroded housings and provide inadequate coverage for security purposes.

The existing interior system in the added two-story modular buildings is per current code requirements. The existing gymnasium has a mixture of fluorescent and HID light fixtures and appears to have adequate lighting levels.

- **Fire Alarm System:** The main existing system in the lower campus is manual, hard-wired, with a pull station and an alarm panel at the Administration Building. The existing FCI 7200 fire alarm control panel is located at the main Telecom room. Fire at any building in the campus is reported to the Administration Building through the intercom, the pull station is activated, and the bells horns are sounded through the program selector panel. The system is operational, but it does not comply with present code requirements for detection coverage and audio visual signaling. The upper campus has an existing Simplex 4002 FACP and is configured to be a manual system. Pull stations on the exterior of the buildings will report trouble and set alarms off. The system is operational but does not comply with present code requirements.
- **Security System:** Currently, there is no security system at both campuses.
- **Telephone Intercom Public Address System:** The existing system for the lower and upper campuses is composed of phone sets that provide a telephone system to the buildings through the original Toshiba Strata equipment. There is not an independent P.A. system. A separate PacBell phone system is provided for the administrative personnel at the Administration building. Both systems appear to be in fair condition, but prone to failure due to aging. There is not a separate sound system in the Multi-Purpose room and Gymnasium consisting of the original equipment and speakers that provides inadequate coverage and poor quality sound, and there is no Listening Aid System for the hearing-impaired. There is a separate sound system in the Gymnasium consisting of the original equipment and speakers that provides inadequate coverage and poor quality sound, and there is no Listening Aid System for the hearing impaired.



- **Clock Pass Bell System:** The existing clock and pass bell systems for the upper and lower campuses are by Rauland Telecenter and Telecenter V system. It seems to be in good condition.
- **Data System:** Presently there is an adequate infrastructure (pathways and cabling) to support the installation of a local area network (LAN) system interconnected to the District office and other schools through a Wide Area Network (WAN) system for the upper and lower campuses. Data outlets and associated network cabling and hardware have been installed on an as-needed basis. Classrooms typically are equipped with four drops (2 jacks per drop) for the students, one drop by the teacher station and one near the I.V. outlet.
- **Cable TV System:** There is an existing CATV distribution system composed of coax cabling to TV outlets and head end equipment.

#### RECOMMENDATIONS

- **Power Distribution System:** Remove and backfeed existing original 1600A, 277-480V, 3-phase, 4-wire service in the lower campus. Connect entire lower campus power distribution system to recently added 4000A, 277-480V, 3 phase, 4 wire service. Provide new power distribution system to support the power requirements in the original buildings imposed by the installation of new air conditioning system and new technology equipment. The new power distribution system shall also support the modernization and expansion of existing facilities. The new distribution system for new technology will be computer-grade and will have k-rated transformers, feeders with 200% neutral wires, panelboards with 200% neutrals and isolated grounds and busses equipped with transient voltage surge suppression (TVSS). The existing two-story modular buildings in the lower campus to remain as they are. Provide a new main service switchboard for the upper campus rated at 800A, 277-480V, 3 phase, 4 wire and replace the existing main switchboard powering existing loads. Provide a new power distribution system to support the power requirements imposed by the installation of new air conditioning systems and new technology equipment such as computers, printers and data network hardware as well as the modernization and expansion of existing facilities. The new distribution system for new technology will be computer-grade and will have k-rated transformers, feeders with 200% neutral wires, panelboards with 200% neutrals and isolated ground bus and equipped with transient voltage surge suppression (TVSS).
- **Power Receptacles:** For the upper and lower campuses, provide a minimum of twelve (12) additional power outlets for computers and technology equipment distributed over three walls of every learning space where possible and interconnected with surface mounted raceways (wire mold); each new branch circuit with dedicated neutral

and isolated ground wires and originating at the new computer grade panelboards will feed a maximum of four (4) power outlets. Provide additional 20A, 120V general purpose receptacles and associated branch circuits to support the modernization and expansion of existing facilities. Provide GFI type receptacles near sinks per code. The existing two-story modular buildings to remain as they are.

- **Lighting:** For both upper and lower campuses, with the exception of classrooms with recent lighting upgrades, provide new fluorescent light fixtures in classrooms and administration areas that are seismically braced and that will provide illumination levels in accordance with IES Lighting Handbook and will comply with California Title 24. These fixtures will be equipped with T-8 energy saving lamps and electronic ballast controlled by an occupancy sensor, and will be of the type that fits into the new existing type of ceiling. Lower existing switches to ADA mounting height. Provide a new lighting system with fixtures described above for the multi-purpose room as well as a new stage lighting system. Replace non-illuminated exit signs and add illuminated units to comply with requirements of present codes. Supplement modify existing unit pathway lighting to comply with present codes. Replace exterior light fixtures with new vandal-resistant type and provide additional fixtures to improve the outdoor perimeter security building lighting. The existing two-story modular buildings to remain as they are.

Upgrade existing gymnasium lighting system to utilize current fluorescent lighting systems and raise lighting levels per code requirements.

- **Fire Alarm System:** Due to the size of the District and to assure a prompt and adequate response to a fire at any of the sites the establishing of a Central Monitoring Station interconnected with the Fire Alarm System of every site is highly recommended. Renovate the existing installation to provide a an addressable, Class A, fully automatic fire alarm system in the upper and lower campuses in accordance with current California Codes and NFPA 72 for the entire school. The existing FCI 7200 in the lower campus control panel will be modified to accommodate the requirements for the entire school. The existing Simplex 4002 FACP to be replaced with a new FCI 7200 FACP. The fire alarm system will be tied to the District's Central Monitoring Station via existing fiber optic media.

- **Security System:** Due to the size of the District and to assure a prompt response to a security threat at any of the sites the establishing of a Central Monitoring Control Center interconnected with the security system of every site is highly recommended. For the upper and lower campuses, provide a new school security system to include all buildings and to provide coverage for detection of intrusion into the buildings through dual-technology motion sensors mainly and glass-break sensors and door contacts where sensor installation is not practical. Implement a proximity type access control system, a



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personal panic alarm system and a CCTV system to enhance personal and property safety. The security alarm panel will be tied to the District's Monitoring Control Center via existing phone lines. Head end equipments at the schools and at the control center will be equipped with an Uninterruptible Power Supply (UPS) to maintain the system function in case of power outage.

- **Integrated Telephone Intercom Public Address Clock Pass Bell System:** For the upper and lower campuses, utilize the existing integrated system to provide complete coverage of entire school and equipped with a multi-media system. The number of outside telephone lines that can be directed to the classrooms will be increased. Provide at the Multipurpose Room an autonomous sound system with Listening Aid System for the hearing impaired and connected to the integrated system.
- **Data System:** Supplement the existing system to provide at each classroom a minimum of twelve (12) to sixteen (16) data outlets with latest technology cabling connected by surface raceways and additional outlets at administrative offices and other areas as needed. For both upper and lower campuses, interconnect the school's LAN system to other schools and the District Office through a Wide Area Network (WAN) system. Critical network equipment will be equipped with a UPS to maintain system function or allow an orderly shutdown in case of power outage.
- **Cable TV System:** Expand the existing system of the upper and lower campuses to provide a TV outlet at each classroom. Upgrade the existing system to allow bidirectional broadcasting between the school and the outside world. Integrate the system with the multi-media source of the telephone intercom integrated system and connect to the local cable company.







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August 26, 2008

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Project: Capistrano Unified School District  
(San Clemente Family)  
San Clemente High School  
FTA Job # 28029-00

Subject: HVAC Assessment Report

Summary:

FTA visited San Clemente High School on July 24, 2008, to observe and inspect the HVAC deficiency items submitted by the school and made available to FTA by WLC Architects. The original campus buildings were completed in the mid 1960's to late 1970's, two newer two-story modular Science classroom buildings were completed around 2002, and a "satellite" area called the "Ole Hanson" constructed around early 1960's.

The following are our site observations, and recommendations:

Please refer to FTA's earlier HVAC Assessment Report dated July 26, 2007.

Up to the time of this writing, we are not aware of any work performed based on our conclusions and recommendations in the referenced FTA HVAC Assessment Report. The following are our opinion of cost of work for the recommended new work items in that report.

Buildings 100, 200, 300, 400, 500, 600, & 700: The HVAC units and systems are relatively new being manufactured and installed circa 2002. No problems or deficiencies were reported or observed at the time of the assessment. FTA has no specific recommendations for new work to be performed.

Building 800 Girls Lockers

Recommendations: FTA recommends modification of the existing heat and vent system to address the inadequate ventilation rate in the space, which includes replacing the four (4)



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existing down shot gas furnaces and two (2) existing exhaust fans that are 20 years old, with new units of adequate capacities. The work will also include ductwork, structural, and electrical modifications.

FTA's opinion of cost of work:

Replace exhaust fans	(2) x \$2,000	\$4,000.00
Gas furnaces	(4) x \$3,000	\$12,000.00
Demolition		\$4,000.00
New ductwork		\$20,000.00
Structural		\$20,000.00
Electrical		\$20,000.00
		-----
		\$80,000.00

Building 800 Pool Equipment

Recommendations: FTA recommends installing new exhaust and makeup air system for the Pool Equipment room to address ventilation for chlorine and hydrochloric acid storage. The work will include installation of exhaust fans, louvers, ductwork, structural, and electrical.

FTA's opinion of cost of work: \$10,000.00

Building 900 Boys Lockers

Recommendations: FTA recommends modification of the existing heat and vent system to address the inadequate ventilation rate in the space, which includes replacing the four (4) existing down shot gas furnaces and two (2) exhaust fans that are 20 years old, with new units of adequate capacities. The work will also include ductwork, structural, and electrical modifications.

FTA's opinion of cost of work:

Replace exhaust fans	(3) x \$2,000	\$6,000.00
Gas furnaces	(7) x \$3,000	\$21,000.00
Demolition		\$4,000.00
New ductwork		\$10,000.00
Structural		\$20,000.00
Electrical		\$30,000.00
		-----
		\$91,500.00





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**Building 900 Coaches Offices**

Recommendations: FTA recommends replacement of the two (2) existing vertical gas furnaces serving the coach offices with new high efficiency gas furnace units fitted with split system DX cooling. The condensing units can be pad mounted inside a chain link enclosure outside the building. Replace the two (2) existing roof mounted toilet exhaust fans with new units of similar kind and adequate capacities. This work will include ductwork, structural, and electrical modifications.

FTA's opinion of cost of work:

Replace exhaust fans	(2) x \$2,000	\$4,000.00
New DX furnaces	(2) x 2 tons x \$4,000	\$16,000.00
Demolition		\$3,000.00
New ductwork		\$15,000.00
Structural		\$4,000.00
Electrical		\$20,000.00
		<hr/>
		\$62,000.00

**Administration Building**

Recommendations: FTA recommends the following: 1.) Refurbish the five (5) outdoor condensing units and re-insulate their refrigerant lines complete with aluminum cladding 2.) Remove the existing rooftop packaged unit and its exterior DX coil and outdoor condensing unit, and replace with a new rooftop packaged gas electric unit of similar capacity. Replace the outdoor supply ductwork from the existing unit and its supply and return ductwork below roof 3.) Clean and refurbish the supply, return, and outside air ductwork of the five (5) split systems

FTA's opinion of cost of work:

Item #1.	(5) x \$4,000	\$20,000.00
Item #2.	7.5 tons x \$4,000	\$30,000.00
Demolition in Item #2.		\$5,000.00
New ductwork in Item #2.		\$20,000.00
Item #3.	(5) x \$5,000	\$25,000.00
		<hr/>
		\$100,000.00





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**Library Building**

Recommendations: FTA recommends the following: 1.) Replace the four (4) older rooftop packaged gas electric units with new units of similar kind and capacities, and provide protective coating for all condenser coils. Equip the 7.5 ton and 10.0 ton units serving the Library with economizer and power exhaust. 2.) The 7.5 ton unit serving the Library has its main return grille located in the area of the Computer Lab, but there is a partition wall with a solid door between the two rooms. This door should be replaced with a fully louvered door to allow passage of return air from the Library. 3.) Replace the existing roof mounted exhaust fan serving the Nurse toilet, with a new unit of similar kind and adequate capacity.

**FTA's opinion of cost of work**

Item #1.	23.5 tons x \$3,500	\$82,000.00
Item #1.	(2) economizer & P.E.	\$6,000.00
Item #2.	Louvered door	\$300.00
Item #3.	Replace exhaust fan	\$1,500.00
Item #1, 2, 3	Demolition	\$4,000.00
		\$93,800.00

**Triton Center (Theater Stage Cafeteria Staff Area)**

Recommendations: FTA recommends the following: 1.) Replace the existing 80-ton DX coil, and gas heating air handling unit with a new unit of similar kind and capacities. Refurbish, seal, and clean the unit's supply and return ductwork and air terminal devices, then install new ductwork insulation. 2.) Replace the two (2) existing 10-ton air-cooled condensing units with high efficiency units of the same kind and capacities, and with protective coating on the condenser coil fins. Replace also the existing refrigerant piping with new of the required sizes complete with new insulation and aluminum weather jacket. 3.) Clean the inside of the existing kitchen hood grease exhaust ductwork and install an approved duct wrap required by code. Replace the kitchen hood utility set exhaust fan on the roof to comply with current code standards. 4.) Replace the five (5) existing roof mounted exhaust fans with new units of similar kind and adequate capacities.





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FTA's opinion of cost of work:

Item #1	80-ton AHU x \$1,200	\$96,000.00
Item #2	(2) x 40-ton C.U. x \$1,500	\$120,000.00
Item #2	(2) x Refrigerant Piping	\$80,000.00
Item #3	Hood exhaust duct	\$10,000.00
Item #3	Grease exhaust fan	\$7,000.00
Item #4	(5) Exhaust Fans x \$2,000	\$10,000.00
Item #1,2,3,4	Demolition	\$7,000.00
		-----
		\$330,000.00

Bldg. R-1 (Boys and Girls Toilets)

Recommendations: FTA recommends replacing the existing roof mounted exhaust fan, with new unit of similar kind and adequate capacity.

FTA's opinion of cost of work:

Replace exhaust fan	\$2,000.00
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Bldg. R-2 (Electrical Room)

Recommendations: FTA recommends replacing the existing roof mounted exhaust fan, with new unit of similar kind and adequate capacity.

FTA's opinion of cost of work:

Replace exhaust fan	\$2,000.00
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Dance Classroom S-1 (Former Wood Shop)

Recommendations: FTA recommends the following: 1.) Add cooling to the system by retrofitting each of the two (2) existing suspended furnaces with a 4-ton DX cooling coil and a roof mounted air-cooled condensing unit. The new work will include refrigerant lines, condensate lines, structural, and electrical. 2.) Replace the existing roof mounted exhaust fan with a new unit of similar kind and adequate capacity.





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FTA's opinion of cost of work:

Item #1.	(2) x 4 tons DX coil x \$4,000	\$16,000.00
Item #2.	Replace exhaust fan	\$2,000.00
Demolition		\$1,000.00
		-----
		\$19,000.00

Math Lab S-4

Recommendations: FTA recommends two options

Option 1: Straight replacement of the existing 4-ton wall mounted heat pump unit with a new unit of the same kind and capacity.

FTA's opinion of cost of work:

4 tons x \$2,500	\$10,000.00
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Option 2: Remove the existing 4-ton wall mounted heat pump unit, and replace with a new 4-ton single zone, roof mounted, packaged gas electric unit. Remove and replace existing supply and return ductwork. Work will include demolition of AC unit, ductwork, exhaust fans and gravity ventilators, roof and wall patching, installation of new supply and return ductwork, gas and condensate piping, structural, and electrical.

FTA's opinion of cost of work:

4 tons x \$8,000	\$32,000.00
Demolition and patching	\$5,000.00
	-----
	\$37,000.00

Photograph Labs S-5, S-6, & S-8

Recommendations: FTA recommends two options.

Option 1: Straight replacement of the existing 4-ton wall mounted heat pump unit with a new unit of the same kind and capacity. Replace the three (3) existing roof mounted exhaust fans with new units of similar kind and adequate capacities.





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FTA's opinion of cost of work:

4 tons x \$2,500	\$10,000.00
(3) exhaust fans x \$2,000	\$6,000.00
	-----
	\$16,000.00

Option 2: Remove the existing 4-ton wall mounted heat pump unit, and replace with a new 4 ton single zone, roof mounted, packaged gas electric unit. Remove and replace existing supply and return ductwork. Work will include demolition of AC unit, ductwork, exhaust fans and gravity ventilators, roof and wall patching, installation of new ductwork, gas and condensate piping, structural, and electrical. Replace the three (3) existing roof mounted exhaust fans with new units of similar kind and adequate capacities.

FTA's opinion of cost of work:

4-tons x \$8,000	\$32,000.00
Demolition and patching	\$5,000.00
(3) exhaust fans x \$2,000	\$6,000.00
	-----
	\$43,000.00

Bldg. S-7 (Boys and Girls Toilets)

Recommendations: FTA recommends replacing the two (2) existing roof mounted exhaust fan, with new units of similar kind and adequate capacities

FTA's opinion of cost of work:

(2) exhaust fans x \$2,000	\$4,000.00
----------------------------	------------

Prop Room S 91 abs (Former Metal Shop)

Recommendations: FTA recommends two options.

Option 1 FTA recommends the following: 1.) Add cooling to the system by retrofitting the existing suspended furnaces with a 4-ton DX cooling coil and a roof mounted air cooled condensing unit. The new work will include refrigerant lines, condensate lines, structural, and electrical. 2. Remove the existing gas-fired unit heater in the other corner of the room





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FTA's opinion of cost of work:

1-tons DX coil x \$4,000	\$16,000.00
Demolition	\$1,000.00
	\$17,000.00

Option 2: Remove the existing suspended furnace, and replace with a new 1-ton single zone, roof mounted, packaged gas-electric unit. Remove and replace existing supply and return ductwork. Work will include demolition of AC unit, ductwork, exhaust fans and gravity ventilators, roof and wall patching, installation of new ductwork, gas and condensate piping, structural, and electrical.

FTA's opinion of cost of work:

1-tons x \$8,000	\$32,000.00
Demolition and patching	\$4,000.00
	\$36,000.00

Relocatable Classrooms P 19, 26, 27, & 28

Recommendations: FTA recommends replacement of the existing 5-ton wall mounted heat pump unit with new units of the same kind and capacities.

FTA's opinion of cost of work:

(5) x 5 tons x \$2,500	\$62,500.00
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Modular Science Classroom Buildings

Recommendations: During FTA's site visit on 7-21-08 to investigate the complaint about poor ventilation in the classrooms, we discovered that the insect screen of the outside air intake openings of the wall mounted heat pump units serving the classrooms are completely blocked with matted dirt. The screens should be serviced and cleaned immediately.

FTA's opinion of cost of work:

Service and maintenance item	\$0.00
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**OLE HANSON CAMPUS**

**Administration Building**

Recommendations: FTA recommends replacement of the existing gas furnace (100 MBH input) with a new high efficiency unit of similar kind and capacity, and re-installing the existing DX cooling coil.

FTA's opinion of cost of work:

Replace gas furnace	\$6,000.00
Demolition and re-install	\$3,000.00
	-----
	\$9,000.00

**Ole Hanson Hall**

Recommendations: FTA recommends replacement of the two (?) existing wall mounted gas furnace units serving the Kitchen and Nutritionist Room, with a new 4-ton single zone, roof mounted, packaged gas-electric unit. Work will include demolition and wall patching, installation of new ductwork, gas and condensate piping, structural, and electrical. Replace the roof mounted exhaust fan serving the kitchen, and replace also the inline exhaust fan serving the Boys and Girls restrooms, with new units of similar kinds and adequate capacities.

FTA's opinion of cost of work:

4-tons x \$8,000	\$32,000.00
Demolition and patching	\$3,000.00
Replace roof mounted exhaust fan	\$2,000.00
Replace in line exhaust fan	\$2,000.00
	-----
	\$39,000.00

**Classroom Building (Room U-UH)**

Recommendations: FTA recommends replacement of the four (4) existing gas furnace units serving the classrooms, with new 4-ton single zone, roof mounted, packaged gas electric units. Work will include demolition, installation of new ductwork, gas and condensate piping, structural, and electrical. Replace the roof-mounted exhaust fan serving the Boys restroom and the sprinkler system room, with a new unit of similar kind and adequate capacity.





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FTA's opinion of cost of work:

(1) x 4-tons x \$ 8,000	\$128,000.00
Demolition and patching	\$ 4,000.00
Replace exhaust fan	\$2,000.00
	-----
	\$134,000.00

Classroom Building (Room U5-U8)

Recommendations: FTA recommends replacement of the four (4) existing gas furnace units serving the classrooms, with new 4-ton single zone, roof mounted, packaged gas-electric units. Work will include demolition, installation of new ductwork, gas and condensate piping, structural, and electrical. Replace the roof mounted exhaust fan serving the Girls restroom and the Faculty restroom, with a new unit of similar kind and adequate capacity.

FTA's opinion of cost of work:

(4) x 4-tons x \$ 8,000	\$128,000.00
Demolition and patching	\$ 4,000.00
Replace exhaust fan	\$2,000.00
	-----
	\$134,000.00

Classroom Building (Room U9-U12)

Recommendations: FTA recommends replacement of the four (4) existing gas furnace units serving the classrooms, with new 4-ton single zone, roof mounted, packaged gas electric units. Work will include demolition, installation of new ductwork, gas and condensate piping, structural, and electrical. Replace the roof-mounted exhaust fan serving the two storage rooms, with a new unit of similar kind and adequate capacity.

FTA's opinion of cost of work:

(4) x 4-tons x \$ 8,000	\$128,000.00
Demolition and patching	\$ 4,000.00
Replace exhaust fan	\$2,000.00
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	\$134,000.00





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**Classroom Building (Room U-13-U-16)**

Recommendations: FTA recommends replacement of the four (4) existing gas furnace units serving the classrooms, with new 4-ton single zone, roof mounted, packaged gas electric units. Work will include demolition, installation of new ductwork, gas and condensate piping, structural, and electrical. Replace the roof-mounted exhaust fan serving the Girls restroom, with a new unit of similar kind and adequate capacity.

FTA's opinion of cost of work:

(4) x 4-ton x \$ 8,000	\$128,000.00
Demolition and patching	\$ 4,000.00
Replace exhaust fan	\$ 2,000.00
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	\$134,000.00

**Computer Room Building (Room U-Lab)**

Recommendations: The computer lab has (16) computer stations. FTA recommends replacement of the existing gas furnace unit, with a new gas furnace unit with 7.5-ton DX coil and pad mounted condensing unit inside a chain-link security enclosure in the lawn area. Work will include demolition, installation of new ductwork, condensate piping, structural, and electrical.

FTA's opinion of cost of work:

7.5 tons x \$ 8,000	\$60,000.00
Demolition	\$ 2,000.00
	-----
	\$62,000.00

**Relocatable Buildings (U-100, U-11, U-2)**

Recommendations: FTA recommends replacement of the three (3) existing 3-ton wall mounted heat pump units with new units of the same kind and capacities.

FTA's opinion of cost of work:

(3) x 3 tons x \$2,500	\$22,500.00
------------------------	-------------

**Relocatable Buildings (U-000, U-7-U-20)**

Recommendations: FTA recommends replacement of the five (5) existing 3-ton wall mounted heat pump units with new units of the same kind and capacities.





831 S. Harbor Blvd. Tel 714,772,9193  
Anaheim, CA 92805 Fax 714,772,5789  
www.ftandrews.com

FTA's opinion of cost of work:

(5) x 3 tons x \$2,500

\$37,500.00

#### ENERGY MANAGEMENT SYSTEM

Recommendations. While not identified as a deficiency, it was noted that not all of the buildings are connected to the existing EMS. The EMS is antiquated with gradually deteriorating capabilities. FTA recommends investigation of the condition and extent of the existing EMS, if desired.

Please feel free to contact us if we can be of any further assistance in this matter.

Sincerely,

Ray Mayuga  
HVAC Project Engineer  
F.T. ANDREWS, INC.



**WLC**  
Architects, Inc.

Capistrano Unified School District Field Assessment  
San Clemente High School Lower Campus

Report of Findings

WLC structural comments from an earlier site visitation are as noted:

803

Dry rot noted at the exterior beams.

**R.M. Byrd Commentary and Recommendation:**

The gym roof structure is of wood frame construction with concrete walls. The dry rot is primarily limited to the overhang of the high roof, assessable from the adjacent low roof. Poor roof drainage has as caused the identified dry rot. This shall be repaired with combination of remove and replace with patch and repair.

The gym structure, as identified in the Correia report, is lacking sufficient wall anchorage, in addition to subdiaphragm. There is no mandated repair criteria for this deficiency, but a diaphragm anchorage upgrade or review is recommended due to the height of the walls.

902

Wood beams above locker area beginning with the letter B have major termite damage.

**R.M. Byrd Commentary and Recommendation:**

Depth of penetration of termite damage appears to be nominal and a repair in place versus a complete removal is possible. In the event concealed areas provide evidence of more significant damage, replacement of the members may be required.

**Supplemental Comment from WLC**

Auto Shop Classrooms- dry rot and termite damage to beams.

**R.M. Byrd Commentary and Recommendation:**

During our review, the soffit was exposed, and it is evident that the termite damage is extensive. The overhang and fascia attachment is compromised removal of the fascia (potentially asbestos) and repair of the fascia and subsequent attachments is required.

The bolted fascia indicates that the fascia is structural chord member for the building.

No additional structural deficiencies were noted during our site observation.



Capistrano Unified School District Field Assessment  
San Clemente High School Upper Campus

Report of Findings

WLC structural comments from an earlier site visitation are as noted:

**803**

At Building U, Termite Damage to at least two bridge beams.

**R.M. Byrd Commentary and Recommendation:**

Damage is minor. Damage shall be addressed to mitigate any continuation.

No additional structural deficiencies were noted during our site observation.





## Program Design Standards

### San Clemente High School Modernization Master Plan Project 0811625.01

#### Introduction

The development of appropriate program design standards for a site specific Master Plan required a comprehensive review and understanding of the campus issues, opportunities, and limitations. WLC Architects, Inc. developed guiding principles to develop a diagram plan solution for each campus. These principles included Site Use, Minimum Essential Facilities, Permanent Classrooms for Academic Students, and Plumbing Code Requirements. WLC used these principles to review all issues that were raised at San Clemente High School and endeavored to resolve them.

#### DSA (ADA/Fire Life Safety/Structural Safety)

San Clemente High School has a number of issues related to DSA. They are as follows:

##### ADA

1. ADA compliant access is not currently available to the entire site. There is a significant change in elevation between the main school campus and the upper campus (Ole Hanson). Since the upper campus requires so much work to make it accessible, the Master Plan proposes to demolish and re-grade the upper campus and provide needed play fields. It is anticipated that due to the elevation change, an elevator system will be needed to reach the upper campus. The scope of services did not include a detailed topographic survey. This will need to be done in order to determine the best accessible path of travel to reach the upper campus.
2. The Master Plan proposes to include a ramp system to provide the required access to other areas of the site. Exact length of ramp will need to be determined.
3. The Main Classroom Buildings require accessible doors, hardware upgrades, and toilets. The Physical Education area requires accessible toilets and showers, offices, and lockers. Access is also needed to the stage in the Triton Center, toilets, and door hardware. (For a detailed description, see Volume B)

##### Fire Life Safety

1. Fire access is not available for the entire built campus. There is approximately 24,292 square feet of unprotected building area located in the heart of the campus. The current access road does not meet the Orange County Fire Authority. It is not wide enough nor does it provide the necessary turnaround area for a fire truck. The proposed Master Plan shows a new fire access lane to reach the unprotected area. In order to accomplish this, existing trees will need to be removed.



## Program Design Standards

### DSA (ADA/Fire Life Safety/Structural Safety) Continued

2. The buildings require panic hardware, smoke and heat detectors, and fire alarm horns. (For a detailed description, see Volume B of the Facility Master Plan.)

#### Structural Safety

1. Remove and replace the wood fascia at Auto Shop Classroom.
2. Repair damage to wood beam at Locker Area B.
3. Remove and repair wood frame structure at Gym. Repair poor roof drainage.
4. Repair two bridge beams at Building U.  
(As recommended by Consulting Structural Engineer, see Report of Findings.)

### Site Use

The main challenge that the San Clemente High School campus faces is the existing site acreage. It is far below the recommended acreage for a high school (see Table 2, Essential Site).

1. The campus Master Plan was designed with a new main circulation artery that ties the original campus courtyard to the new building additions. This will provide students with a direct path to new and recently added buildings.
2. In order to accommodate the Performing Arts Theater, the Pool and Music Building had to be relocated.
3. Play fields are provided at the upper campus.

### Minimum Essential Facilities

It is important to note that San Clemente High School is not different than other Capistrano Unified School District High Schools. It is very deficient in Minimal Essential Facilities and very constrained by the size of the school campus. Also, the Upper Campus, Ole Hanson, is still listed as an elementary school by the State.

1. Space is provided for a new Administration Office. In order to accomplish this, the new building is adjacent to the existing office and uses the turf area at the front of the school.
2. Space is provided for a library expansion as listed in Table 1. In order to accomplish this, the Copy Room, Nurse's Office, and Career Center were displaced. The Nurse's Office and Copy Room will be located in the new Administration Building addition. The Career Center will be located in the current Administration Building.





## Program Design Standards

### Minimum Essential Facilities Continued

3. Space is provided for a Multi-Purpose Room expansion (Triton Center). The Master Plan proposes to remodel the Triton Center and relocate the existing offices in the new office buildings.
4. Space is provided to expand the food service area. This is accomplished by expanding into the Teacher Lounge. The Teacher Lounge will be located in the new Office Building.
5. Space is not provided for a new Gymnasium since an auxiliary gym was recently completed.

### Permanent Classrooms for Academic Students

1. All academic classes held in portables were included in the new classroom addition shown on the Master Plan. Additionally, classes held in the upper campus were replaced with permanent buildings on the main campus for easier access. In all, thirty six permanent classrooms are needed to replace existing portables and upper campus. There are three building additions. The locations on campus are due to site constraints (see Table 2, Essential Site).
  - a. The 22-classroom building is shown next to the main street. This is meant to handle the upper campus enrollment. It displaces some field play area but this is replaced on the Upper Campus.
  - b. The 12-classroom building adjacent to a Classroom Building and close to the new Gymnasium.
  - c. Finally, there is a 2-classroom addition for Science and Computer

### Plumbing Code Requirement

1. There is a great need for toilets as listed in Table 4. Space for toilets is provided in all classroom additions. Also, the Performing Arts Theater has toilets that serve a dual purpose. During evening performances, toilets can be accessed from inside the theater. During the day, toilets can be accessed from the outside. Finally, the Master Plan proposes standalone toilet buildings in the main courtyard.

### Program Needs

1. The new Physical Education Building has space for the following: Staff Office, Girls' and Boys' Team Rooms, Weight and Wrestling Room.
2. A Performing Arts Theater is included with classrooms for instrumental, vocal, and drama.

### Project Closeout and Certification Needs

1. As of this writing, the following application number needs to be closed out with certification: A03-108628



## Funding Source Analysis

### San Clemente High School

According to the OPSC web site, with the submission of the 06-07 data the District has eligibility at all levels (K-6, 7-8, 9-12) for new construction. While the actual numbers may change based on future enrollments, your demographic analysis indicates little variance. At worst a decline in growth may occur. New construction state funded projects require a 50-50 match. District match can come from developer fees, CIC funds, bonds, redevelopment proceeds, or any other source of District revenue.

Modernization eligibility, unlike new construction, is determined at each site and is dependent on the current enrollment. Once modernization eligibility is established it cannot decrease. Funding, in general, is the same as new construction with the exception of the developer fees. Current law interpretation requires capacity increase to match with developer fees.

In the prototype study of this school, the following funding eligibility is listed below:

**Table 1**

San Clemente High School	
Eligible Pupils	0
There is no funding available	













San Clemente  
High School



# San Clemente High School



## Legend

-  Existing Building
-  New Construction
-  Asphalt
-  Concrete Hardscape
-  Remodel
-  Landscaped Area
-  New Shade Structure
-  Tube Steel Fence and Gate
-  Lighting
-  Masonry Wall



- 1. New Administration Building
- 2. Career Center Remodel
- 3. New Toilets
- 4. Triton Center Modernization
- 5. Staff Lounge Remodel
- 6. Kitchen Expansion
- 7. Auto Shop Remodel
- 8. Auto Shop Remodel

- 9. Photo Lab Remodel
- 10. Dance Room Modernization
- 11. Library/Media Center Remodel
- 12. New Performing Arts Theater
- 13. New 2 Story Building (10 Classrooms)
- 14. Locker Room Remodel
- 15. Locker Room Expansion
- 16. Gymnasium Modernization

- 17. ADA Upgrade
- 18. New 2 Story Building (22) Classrooms
- 19. New Science and Computer Labs
- 20. New Pool/Bleachers/Pool Building
- 21. New Bleacher Expansion
- 22. New Team Room
- 23. New Practice Fields
- 24. New Drainage System

- 25. New Parking (42) Stalls
- 26. New Physical Education Building
- 27. Comprehensive Modernization
- 28. New Parking (17) Stalls
- 29. Fire Truck Turn Around

- A. Administration
- B. Library
- C. Multi Purpose Room
- D. Classrooms
- E. Gymnasium



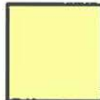



# San Clemente High School



Existing Campus

## Legend

-  No State Eligibility Available
-  Funding Eligible 2009
-  Funding Eligible 2010
-  \$ 0.00 Potential Modernization Eligibility



CAPISTRANO UNIFIED SCHOOL DISTRICT  
**FACILITIES MASTER PLAN BUDGET**



		900 DSA (STRUCTURAL SAFETY/ FIRE LIFE SAFETY/ ADA)	100 SITEWORK	200-800 RENOVATION	MODERNIZATION	MINIMUM ESSENTIAL FACILITIES	CLASSROOM REPLACEMENT	DISTRICT DEFERRED MAINTENANCE PROGRAM	TOTAL
SAN CLEMENTE FAMILY	San Clemente HS	\$ 1,618,890.00 X	\$ 3,951,362.75 X	\$ 6,626,309.00 X	\$ - X	\$ 14,619,085.00 X	\$ 28,327,250.00 X	\$ 2,270,000.00 X	\$ 57,412,896.75
	Bernice Ayer MS	\$ 37,010.00 X	\$ 34,672.00 X	\$ 666,045.50 X	\$ - X	\$ 4,130,000.00 X	\$ 16,054,500.00 X	\$ 1,320,000.00 X	\$ 22,242,227.50
	Shorecliffs MS	\$ 850,645.00 X	\$ 67,775.00 X	\$ 1,307,261.50 X	\$ - X	\$ 3,675,000.00 X	\$ 10,725,750.00 X	\$ 1,170,000.00 X	\$ 17,796,431.50
	Vista del Mar MS*	\$ 177,262.80 X	\$ 63,284.00 X	\$ 557,245.52 X	\$ - X	\$ 1,911,000.00 X	\$ 4,120,690.00 X	\$ 120,000.00 X	\$ 6,949,482.32
	Clarence Lobo ES	\$ 14,350.00 X	\$ 82,637.50 X	\$ 538,333.00 X	\$ - X	\$ 547,600.00 X	\$ 5,652,500.00 X	\$ 965,000.00 X	\$ 7,800,420.50
	Concordia ES	\$ 96,150.00 X	\$ 116,830.00 X	\$ 1,352,765.00 X	\$ 1,326,164.00 X	\$ 3,757,500.00 X	\$ 2,922,500.00 X	\$ 1,050,000.00 X	\$ 10,621,909.00
	Las Palmas ES	\$ 237,740.00 X	\$ 179,706.25 X	\$ 378,739.75 X	\$ 197,661.00 X	\$ 3,095,625.00 X	\$ 13,317,700.00 X	\$ 620,000.00 X	\$ 18,027,172.00
	Marblehead ES	\$ 3,900.00 X	\$ 50,793.75 X	\$ 568,202.50 X	\$ - X	\$ 69,930.00 X	\$ 672,000.00 X	\$ 720,000.00 X	\$ 2,084,826.25
	Palisades ES	\$ 276,557.50 X	\$ 86,561.25 X	\$ 1,147,469.50 X	\$ 1,748,107.00 X	\$ 4,011,100.00 X	\$ 2,646,000.00 X	\$ 1,050,000.00 X	\$ 10,965,795.25
	Truman Benedict ES	\$ 138,335.00 X	\$ 165,785.00 X	\$ 736,675.50 X	\$ - X	\$ 2,218,250.00 X	\$ 6,587,000.00 X	\$ 1,425,000.00 X	\$ 11,271,045.50
Vista del Mar ES*	\$ 163,627.20 X	\$ 58,416.00 X	\$ 514,380.48 X	\$ - X	\$ 1,764,000.00 X	\$ 3,862,810.00 X	\$ 65,000.00 X	\$ 6,428,233.68	
<b>SUBTOTAL</b>		<b>\$ 3,614,467.50</b>	<b>\$ 4,857,823.50</b>	<b>\$ 14,393,427.25</b>	<b>\$ 3,271,932.00</b>	<b>\$ 39,799,090.00</b>	<b>\$ 94,888,700.00</b>	<b>\$ 10,775,000.00</b>	<b>\$ 171,600,440.25</b>

\* These schools share a common site: 52% of the cost is allocated to the Middle School and 48% of the cost is allocated to the Elementary School.





## CAPISTRANO UNIFIED SCHOOL DISTRICT SCHOOL SAFETY TASK FORCE

### OPTIONS FOR CONSIDERATION

Capistrano Unified School District (District) recently assembled a School Safety Task Force (Task Force) to examine the systems, policies, and status of our school safety programs and to evaluate whether new programs and policies should be implemented. The task force was a collaboration of teachers, administrators, Board members, parents, law enforcement personnel, fire fighters, and city management. (Attachment A)

The school safety objectives included:

- Identify Areas of Possible Improvement
- Identify "Options for Consideration"
- Perform Cost/Benefit Evaluation
- Prioritize Options
- Recommend "Options for Consideration" to the Superintendent

The areas specifically reviewed were:

- Denying Access/Threat Mitigation
- Notifications
- Response
- Policy and Procedures
- Training/Prevention Programs
- Financing

Numerous recommendations were made to the District after the Sandy Hook tragedy from parents, staff, and law enforcement. The Task Force collected each of these recommendations and created a master list. The recommendations were organized into the classifications noted above. Task Force members discussed the pros and cons of each item and then prioritized each of the items. The rating system implemented was as follows:

- 0 Not Feasible
- 1 Nice to Have
- 2 Good to Have
- 3 Must Have

### EXHIBIT 5



## OPTIONS FOR CONSIDERATION

Page 2

Attachments B-1 through B-4 identify each item the Task Force discussed and how each item was ranked. The items determined to be the highest priority are listed below as “Options for Consideration” and will be shared with Cabinet.

### OPTIONS FOR CONSIDERATION

**Improved Fencing** – Although the Task Force acknowledges it is not financially feasible to completely fence off each site, if certain areas could be restricted by using sections of fencing, it could assist in denying access to the campus. For sites with existing fencing around the campus, it is important the gates are secured during the school day.

**Visitors Identification Badge Program** – The Task Force believes it is important that each visitor checks in to the school office, and that all adults on campus wear an identification badge. Consideration should be given to create a Districtwide visitors’ identification badge, which would utilize highly visible colors (i.e. fluorescent orange).

**Staff (Teacher Identification Card Program)** – Although it is an inconvenience, identification cards for staff would help identify staff members at every facility. This would include having a temporary badge for any substitute teacher. Recently, Sheriff’s South Operation had a breach of security at the south substation and now requires all personnel to display identification cards at all times.

**Campus Supervisors** – District staff on the Task Force felt strongly that campus supervisors should have a consistent Districtwide uniform. Staff also believes campus supervisors should have an in-service day where they can receive additional training by the Sheriff’s Department.

**Notification of Lockdown** – Most of the recommendations in this section were overwhelmingly supported. Having multiple points of access to the PA system and giving teachers the ability to go into lockdown were “must haves” by each subgroup.

Additionally, the Task Force felt the following items were important to have, realizing these items would be dependent on the technology at the site:

- Multiple Points of Access for the PA/Teacher Access
- Remote cell phone access to PA
- Mass Texting System (to students) via School Loop
- Back-up to PA system
- Lockdown Siren

## **OPTIONS FOR CONSIDERATION**

Page 3

**Roof and Wall Lettering** – One of the highest ranked concepts was to have lettering on the roof with corresponding markings on the side of the buildings. This would allow for immediate coordination between responding deputies and air support. Expediting the deputies' response time could save lives. An example of what this looks like can be found in Attachment C-1.

**Classroom Lockdown Kits/Emergency Supplies** – Many of the suggestions the Task Force received addressed an active shooter scenario. The lockdown/emergency supply kit works on a multi-hazard approach. It can be used during an active shooter/lockdown, environmental emergency/shelter-in-place or earthquake/natural disaster scenario. The kits can be used in the classroom during lockdown or shelter-in-place. They can also be transported to the assembly area in a disaster scenario. The kits provide basic food, water, toiletry, and flashlights. A complete list can be found on Attachment C-2. The kits cost approximately \$110 each. Currently, the amount of emergency supplies at each site varies. Supplying each classroom with a lockdown kit would establish a baseline for the District for emergency supplies.

**Safety Plans** – The Fire Authority recommended keeping the safety plans for each site on a flash drive. As long as the flash drives are secured properly, this would be another resource for first responders to access important information about the school in a timely fashion.

**Lock Blok** – Currently, the teacher must step out of the room to lock the exterior side of the classroom door. Obviously, this is not an ideal situation during a lockdown. A product called Lock Blok (Attachment C-3), allows the door to be in the locked position, yet ajar. This allows the door to be easily closed in a lockdown, since it is already in the locked position.

**Lockdown Procedure (DEE)** – The Task Force overwhelmingly supported the new District DEE (Deny, Access, Evade, and Engage) lockdown procedure. The Orange County Sheriff Department's (OCSD) Juvenile Services Bureau and the Orange County Intelligence Assessment Center (OCIAAC) are promoting DEE as the county standard. A copy of DEE can be found in Attachment D-1. This procedure focuses on denying access to the student but allows for the option of evading when safe and appropriate or engaging as a last resort.

**Bomb Threat Procedures** – Law Enforcement practices continue to evolve and it is important the District's procedures are updated with those changes. A suggestion was made that the District work with the OCSD bomb squad to develop a new standard, which could be implemented countywide.

## OPTIONS FOR CONSIDERATION

Page 4

**Lockdown Drills** – Lockdown drills prepare students and staff for a hostile action on campus. The drills are typically short but are important in training staff and students to respond in an emergency.

Currently, Board policy requires one lockdown drill per year. It was discussed the number be increased to one per semester or one per trimester.

**Panic Buttons** – The Task Force supported the concept of a panic button in the office that could connect to a direct line with a security company (i.e. IDT). Technology now gives the security companies the ability to hear what is going on after an activation and report to law enforcement.

**Rest Room Protocol** – An issue that has been brought up often is concern regarding the safety of students who are using the rest room unescorted / without supervision. Obviously, this is an issue specifically at the elementary school level. It is the Task Force's opinion that a focus group should be convened to review this issue and that a policy should be written to address the concern.

**Substitute Teacher Safety Sheet** - Since substitute teachers are not trained in the school's emergency response system, it is important the school give substitutes instruction on what to do in an emergency. Attached is an example from Philip Reilly Elementary School. (Attachment E-1 and E-2)

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
SCHOOL SAFETY TASK FORCE  
Friday, March 15, 2013**

First Name	Last Name	Title	Agency	Email	Phone #	Sign-In
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Anna	Bryson	School Board Member	CUSD	<a href="mailto:abryson@capousd.org">abryson@capousd.org</a>	949-234-9202	
Ross	Caoutie	Sergeant	OCIAC	<a href="mailto:ross.caouette@ociac.org">ross.caouette@ociac.org</a>		
Ross	Chun	Council Member	Aliso Viejo City Council	<a href="mailto:rosschun@gmail.com">rosschun@gmail.com</a>	949-924-3437	
John	Coppock	Chief	OCSD, San Clemente Police	<a href="mailto:jcoppock@ocsd.org">jcoppock@ocsd.org</a>		
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Jim	Rudy	Lieutenant	Juvenile	<a href="mailto:jrudy@ocsd.org">jrudy@ocsd.org</a>		
Abbe	Salinas	Director	CUSD, Technology	<a href="mailto:ghsalinas@capousd.org">ghsalinas@capousd.org</a>	949-234-5511	

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
SCHOOL SAFETY TASK FORCE  
Friday, March 15, 2013**

566

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Pat	Higa	Lieutenant	OCSD	<a href="mailto:higap@ocsd.org">higap@ocsd.org</a>	949-648-2982	
Julia	Webb	Deputy	OCSD	<a href="mailto:jwebb@ocsd.org">jwebb@ocsd.org</a>	714-647-6077	
Alex	Malfavon	Manager	CUSD, M&O	<a href="mailto:almalfavon@capousd.org">almalfavon@capousd.org</a>	949-234-9531	
Darren	Braham	Deputy	OCSD, SMART	<a href="mailto:dabraham@ocsd.org">dabraham@ocsd.org</a>	949-309-7088	
Doug	Claypool	Deputy	OCSD, SMART			
Michael	Smithers	Owner	The Goddard School	<a href="mailto:mike@goddard.occoxmail.com">mike@goddard.occoxmail.com</a>	949-218-6200	

**FINAL RATINGS FROM AGENCIES  
OPTIONS FOR CONSIDERATIONS**

OPTION FOR CONSIDERATION	CUSD	OCSD	OCFA & MISC
<b>DENY ACCESS / THREAT MITIGATION:</b>			
Fencing Off Facilities -- Joint Use Facilities	Must Have	Good to have	Must Have
Single Point of Access	Good to have	Not feasible	Nice to have/must have
Buzz-in Access Systems	Good to have/Must have	Good to have	Nice to have
Panic Buttons to Law Enforcement	Good to have	Not feasible	Must Have
Retired Law Enforcement on Campus	Nice to have	Good to have	Nice to have/good to have
Law Enforcement on each Campus / Break Room	Nice to have/good to have	Nice to have	Nice to have/good to have
Classified Assistant Principal Program	Nice to have/good to have	Nice to have/good to have	Good to have
Armed Guards (on each campus)	Not feasible	Not feasible/good to have	Not feasible/nice to have
Increase Campus Supervisor Allotment	Must Have	Good to have	Nice to have
Uniformed Campus Supervisors	Must Have	No answers	No answers
Enhance Campus Supervisor Training	Must Have	No answers	No answers
Park Police Units On Campus	Good to have	Not feasible/nice to have	Good to have
Patrol Checks for each shift	Good to have	Must Have	Good to have
Community Involvement -- Bus Stop Greeter Program	Good to have	Nice to have	Good to have/must have
Add a Psychologist to the SMART Team	Good to have	Not feasible/good to have	Good to have/must have
Visitor ID Badge Program	Must Have	Must Have	Must Have
Staff/Teacher ID Badge Program	Must Have	Must Have	Must Have
Student ID Badge Program	Not feasible	Good to have	Must Have

FINAL RATINGS FROM AGENCIES  
 OPTIONS FOR CONSIDERATIONS

OPTION FOR CONSIDERATION	CUSD	OCSD	OCFA & MISC
<b>NOTIFICATIONS:</b>			
Multiple Points of Access for the PA/Teacher Access	Must have	Must have	Must have
Remote cell phone access to PA	Must have	Good to have	Must have
Mass Texting System (to students) via School Loop	Must have	Must/Good to have	Good to have
Back-up to PA system & teachers	Must have	Must have	Good to have
Lockdown Siren	Good to have	Must have	Must/Good to have
<b>RESPONSE:</b>			
Roof and Wall Identification Lettering	Must have	Must have	Must have
Keys for OCSD Area Supervisors	Good to have	Must have	Good to have
Lockdown Kits / Emergency Supplies (in each room)	Must have	Must have	Must have
Lock Block	Must/Good to have	Must/Good to have	Must have
GO Box	Must have	Must/Good to have	Good to have
Safety Plans on flash drive	Must have	Must have	Must have

**FINAL RATINGS FROM AGENCIES  
OPTIONS FOR CONSIDERATIONS**

OPTION FOR CONSIDERATION	CUSD	OCSD	OCFA & MISC
<b>POLICY and PROCEDURES:</b>			
Re-evaluate Lockdown Procedure (DEE)	Must have	Must have	Must have
Re-evaluate Bomb Threat Procedure	Must have	Must have	Must have
Bathroom Protocol	Good/Must have	Must/good to have	Must have
Parking pass for staff	Must/good to have	Must/good to have	Must have
Protocol for restricting access to campus	Must/good to have	Must/good to have	Must have
Increase number of lockdown drills to 1 per semester	Must have	Must have	Must have
MOU with Camp Pendleton to Support School Evacuations	Good to have	Must/good to have	N/A
Better signage (office)	Good to have	Must have	N/A
Train parent volunteers	Good/Must have	Must/nice to have	Must have
More recognition for positive behavior (year book)	Must/Nice to have	Good to have	N/A
Training for after school scenarios	Must/good to have	Good to have	Must have
Retired law enforcement used as trainers	Nice/good to have	Good/nice to have	Must have
<b>ADDITIONAL IDEAS:(Please list below)</b>			
Panic Button in each classroom	Nice to have	Must/good to have	N/A
Panic Button in school office	Must have	Must have	N/A
Procedures for deliveries	Good to have	Must/good to have	N/A



FINAL RATINGS FROM AGENCIES  
OPTIONS FOR CONSIDERATIONS

OPTION FOR CONSIDERATION	CUSD	OCSD	OCFA & MISC
<b>TRAINING / PREVENTION PROGRAMS:</b>			
Lock down training for staff (DEE)	Must have	Must have	Must have
OCSD to Participate in Lockdown Drills	Must/Good to have	Must have	Must have
Mental Health Training / Identification	Good/Must have	Must have	Good to have
Utilize 40 Developmental Assets	Not Feasible/Nice/Good to have	Good/Nice to have	Nice to have
Unified Command Tabletop Exercises	Must have	Must have	Good to have
SWAT training on site	Good to have	Must have	Nice to have
Safety Check off sheet w/ maps for Subs (orange or other bright color)	Must have	Must have	Must have
Uniformed Campus Supervisors	Must have	Must have	Must have
Enhance Campus Supervisor Training	Must have	Must have	Must have
Gun cabinet in SRO's office	Not Feasible	Not Feasible	Not/Good/Must
<b>FINANCIAL:</b>			
Bond measure for safety programs	Nice/Good to have	Nice to have	N/A
CUSD Foundation support	Nice/good to have	Good to have	N/A
CFD/Facilities Funding		N/A	N/A
<b>STAFFING (CUSD):</b>			
Increase campus supervisor allotment	Must/Good to have	Good to have	Nice to have
Add a district nurse	Must/Good to have	Nice to have	Nice to have
Increase counselor allotment	Must/Good to have	Good to have	Must have
Increase assistant principal allotment	Must/Good to have	Good to have	Must have
<b>ADDITIONAL IDEAS: (Please list below)</b>			
Window coverings for all class windows	Must have	Must have	N/A
Substitute teachers participate in trainings for lockdowns etc.	Must have	Must have	N/A
Substitute teachers participate buddy system at school	Must have	Must have	N/A
Voluntary training by OCSD for staff on campus	Must have	Must have	N/A
Peep holes in classroom doors	Must have	Good to have	N/A





**CAPISTRANO UNIFIED SCHOOL DISTRICT  
SCHOOL SAFETY TASK FORCE**

**LOCKDOWN KIT CONTENTS**

<b>5 Gallon Plastic Bucket With Lid</b>
<b>Large Poly Tarpaulin</b>
<b>Emergency Survival Blankets (40)</b>
<b>Trash Bags</b>
<b>Toilet Paper Roll</b>
<b>Glow Sticks(3)</b>
<b>Emergency Food Rations (40)</b>
<b>Whistle</b>
<b>Plastic Water Cups (40)</b>
<b>Package of Feminine Products</b>
<b>Roll of Duct Tape</b>
<b>Antibacterial Wet Wipes</b>
<b>Flashlight</b>
<b>Battery Operated Radio</b>
<b>5 Gallon Water Container</b>



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California



**D.E.E.**  
**DENY ACCESS, EVADE and ENGAGE**

A primary goal of the Capistrano Unified School District is to provide a safe learning environment for students and employees. The District has worked strategically to establish partnerships with local law enforcement and outside agencies and put into place many protocols taking a “multi-hazards approach” to school safety. The best way to be prepared for a hazardous incident is to be knowledgeable and proactive.

In light of recent incidents involving school shootings, the District has worked with law enforcement partnerships to reassess current safety protocols. While we acknowledge that these situations are extremely rare, it is important that we empower staff to be knowledgeable and proactive in responding to a hostile situation. Recently, protocols have been reevaluated and updated relative to responding to these rare incidents. New procedures are listed below.

It is important to acknowledge that there are multiple variables to assess when responding to emergency situations. Sound judgment and rational thinking are key to ensuring safety for students and staff.

**RESPONSE FOR HOSTILE ACTIVITY ON CAMPUS**

**DENY ACCESS**

**PRIOR TO THE INCIDENT:**

- Restrict access points to the main building/site.
- Implement a check in system, issuing badges to ALL visitors.
- Remind students, staff, and parents to be aware of suspicious individuals/packages and to report them to the Administration or Law Enforcement.
- Use Text-A-Tip to report concerns.
- Report unusual/threatening student, parent, employee behavior to the administration, investigation to be done by SMART (School Mobile Assessment Resource Team).
- Keep classroom doors locked; consider using devices to keep door ajar (i.e. Door Blok).
- On sites with a single point of access, consider using a system which requires a receptionist to buzz people in/unlocking the entry door.
- Identify all of the locations that can access the PA system and share that information with staff. Include this information in your school safety plan.
- Identify alternate lockdown notification systems such as a siren, air horns, group texting, phone trees, etc.

## **DURING THE INCIDENT:**

- PUT THE SCHOOL ON LOCKDOWN using the PA system or alternative communication system.
  - Continue to communicate over the PA during the lock-down, calming and reassuring students. Keep reminding staff and students that they are still in lock down mode. Always use plain language. Do NOT use codes.
- CALL 911 AS SOON AS POSSIBLE. In as much detail as can be determined, identify the:
  - Location of the Active Shooter
  - Number of Active Shooters
  - Physical Description of Active Shooter(s)
  - Clothing, Height, Weight, Hair Color
  - Distinguishing characteristics (i.e. mask worn, wearing tactical equipment, etc.)
  - Number of weapons and types / explosive type devices in area
  - Number of potential victims at the location
- ASSESS THE SITUATION.
  - Be aware that there may be multiple shooters.
  - Depending on proximity to the suspect, the number of suspects involved and the type of weapon the decision may be made to evade or engage immediately.
  - Consider evacuating from the area.

## **IF IN LOCKDOWN SITUATION:**

- Find an accessible room.
- Teachers check hallways, continue to assess and evaluate, direct non-threatening students into the classroom.
- If not already locked, lock all exterior and interior doors.
- Barricade the door if possible with available items (i.e. heavy furniture, etc.).
- Have staff and students take cover, placing a physical barrier that can stop a bullet (block wall, file cabinets, door or desks) between you and the suspect.
- If unable to take cover, staff and students should conceal themselves, hiding behind anything that can block their visibility to the suspect.
- Be aware of your environment and any possible dangers.
- Silence all cell phones, pagers, radios, or other devices, etc.
- Turn off sources of noise such as TVs, radios, etc.
- Shut off lights.
- Draw shades (cover windows).
- Remain silent, limit movement which creates noise.
- Avoid trapping yourself or restricting your options for movement.

- Do not respond to anyone outside your room until you hear the “All Clear” announcement, you are contacted by phone by staff or or if you are contacted by some you can identify as law enforcement.
- Prepare to defend yourself with anything readily available (books, stapler, fire extinguisher, chair, etc.).
- Continue to reassess the situation.

## **ADDITIONAL OPTIONS FOR CONSIDERATIONS**

### **EVADE**

If an escape route is accessible, consider attempts to evacuate the premises. Be sure to:

- Take note of nearest exits
- Have an escape route and plan in mind
- Predetermine safe offsite assembly points off campus where student can meet
  - Note: an assembly point is a rally point, not a reunification center (were parents and students would be reunified. Students will be transported from the assembly point to the reunification center.
- Evacuate regardless of others decisions to stay or follow
- Leave belongings behind
- If possible assist others to escape
- Warn people and prevent individuals from entering the area where the active shooter may be
- Keep hands visible to Law Enforcement
- Follow Instructions of Law Enforcement
- DO NOT attempt to move wounded individuals

### **ENGAGE**

This is a last resort measures if the active shooter is within your vicinity and you are facing imminent injury or death

Attempt to disrupt and/or incapacitate the active shooter by:

- Be aware of potential for multiple shooters
- Throwing items or using readily available items (discharging a fire extinguisher in the shooter’s face)
- Target vulnerable parts of the shooter’s body such as the eyes and face
- Tackling the shooter
- Acting aggressively towards the shooter / engaging in physical attack
- Staying committed to your actions. Do not let up until shooter is incapacitated or disrupted
- Use any measures available to fight off the threat, continue to engage until the shooter is incapacitated

## **WHAT TO EXPECT WHEN LAW ENFORCEMENT ARRIVES:**

Arriving Law Enforcement's first priority is to engage and stop the Active Shooter as soon as possible. Officers will form up and immediately proceed to engage the Active Shooter, moving towards the sound of gunfire.

- Arriving officers may be from various agencies and have different uniforms, equipment, and other types of vehicles, some not marked.
- Officer may have various types of weapons, i.e. handguns, shotguns, and assault rifles.
- Officers may shout commands and push people down on the ground for their safety.
- Arriving officers will not stop to help injured persons; their initial response is to stop the Active Shooter.

## **HOW TO REACT WHEN LAW ENFORCEMENT ARRIVES**

Your attention to Law Enforcement officers is vital for survival.

- Remain calm, and follow officers' instructions.
- Put down any handheld items, i.e. bags, backpacks, jackets, etc.
- Immediately Raise Hands / Spread Fingers.
- Keep hands visible at all times.
- Avoid making quick movements towards officers or grabbing onto them.
- Avoid pointing, screaming, or yelling at officers.
- DO NOT stop and ask officers for directions or help when evacuating just proceed in the direction where officers are entering.
- Provide accurate and relevant information to Law Enforcement. This is vital for Active Shooter mitigation and can be provided to on scene Police or 911 Call Dispatchers.

### **NOTE:**

Expect Rescue Teams comprised of additional officers and other Emergency Medical Personnel to follow the initial response officers. The Rescue Teams will treat and remove any injured persons. They may call upon able-bodied individuals to assist them in removing the wounded from the premises.

Once you have reached a safe location or an assembly point, you will likely be held in that area by Law Enforcement until the situation is under control and secure and all witnesses have been identified and questioned. DO NOT leave until released by Law Enforcement Authorities and School Administration. Expect the entire school to be a crime scene. You may not have access to your room, office or car for several days.



## **ACTIONS TO BE TAKEN BY THE DISTRICT OFFICE:**

- Notify essential staff (Cabinet, Education Division Directors, M&O & TIS Directors).
- Send law enforcement liaison to the command post at the site.
- Notify EOC staff/set-up hotline center (check hotline message).
- Activate all positions in the EOC/Hotline Team.
- Assign EOC positions/reunification staff.
- Arrange for transportation for the entire staff and student body (utilize CUSD transportation and contact county EOC for mutual aid.)
- Send the following staff to the site (as appropriate):
  - Site liaison/Education Division director
  - Locksmith (with master keys)
  - Phone technician
  - School nurse
  - Psychologist/Counselors
- Identify potential reunification site and send advance team.
- Send Mobile Command Unit to incident or reunification site.
- Prepare communication networks (School Messenger, ListServ, Website, Radio, TV).
- Develop and send initial statement to parents, parents should be directed to the Reunification Center not the school site.
- Send PIO to media area or Joint Information Center (JIC).
- Establish a Crisis Center for victim's family and friends for grief counseling.
- Send Counselors to the Reunification Center.
- Systematically transport students to the Reunification Center.

Philip J. Reilly Elementary  
School-wide Lockdown Procedures

A lockdown procedure would be implemented in the event of a potential threat on campus that would cause us to believe students and staff would be safest locked within the classroom or school building. This threat could include a variety of events ranging from a gas or chemical leak to a stranger on campus.

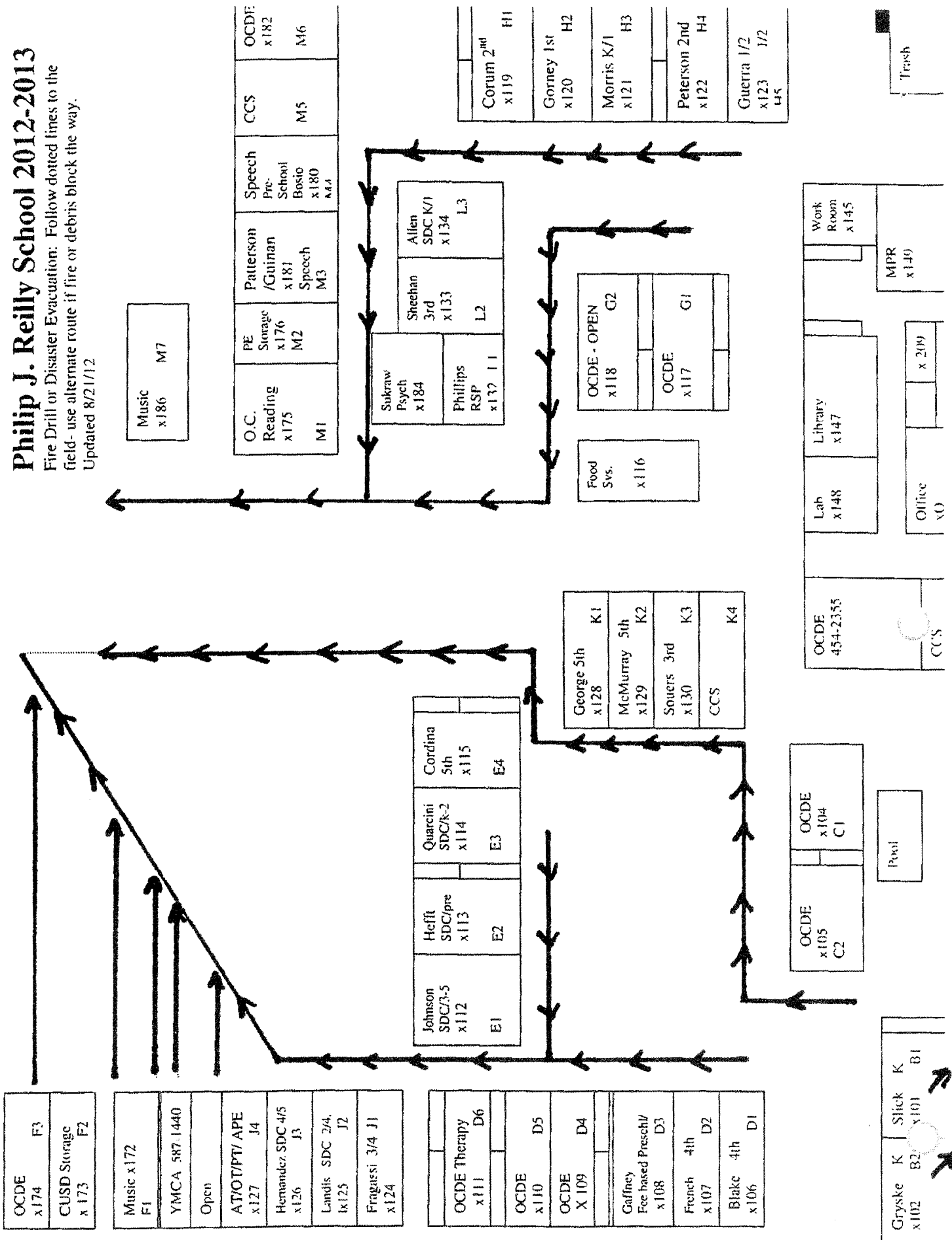
The lockdown procedure is as follows:

- Any staff member seeing a danger on campus requiring a lockdown is to notify the office immediately.
- The administrative office will place the school on lock-down immediately by using the PA system and stating the school is on "lockdown"
- The office staff will call 911 immediately after placing the school on lock-down
- Teachers are to do the following:
  - o Tell all of the students in your area to enter the classroom before you lock the door (even if they are not from your class)
  - o If there are inner rooms, go there but have some way to communicate (walkie-talkie or cell phone)
  - o Make sure any connecting rooms doors are locked
  - o Place as many locked doors between you and the threat
  - o Keep everyone quiet and out of sight
  - o Have students crouch low to the ground yet stay on their feet
  - o Turn off all the lights and wait for further instructions
  - o Look around and predetermine what you would use to barricade the door if needed to
  - o Email Lois Cohen in the office with **All Here** or **Missing Students** in the subject line
  - o Do not open the door for anyone. The suspect may lie and say they are law enforcement or students seeking refuge. (Police and administrators will have a key)
  - o Stay in Lock-down mode until you hear an all clear from the administration office

Revised 1-25-13

# Philip J. Reilly School 2012-2013

Fire Drill or Disaster Evacuation: Follow dotted lines to the field- use alternate route if fire or debris block the way.  
Updated 8/21/12



**NAMING OF FACILITY**

**Naming New Schools**

The Governing Board shall form a committee of the Board when a new school is to be named. The committee will bring a recommendation forward to the full Board for final approval.

School names may include, but are not limited to, geographical locations within the District or other potential names significant to the District or community.

The full Board shall have final approval with respect to the naming of each school constructed by the District.

**Dedication Plaques – New Schools**

With the dedication of each new school in the District, the Board wishes to recognize those individuals who have contributed significantly to the planning and construction of the school.

A dedication plaque shall be affixed to each new school and shall include the following:

1. The name of the school and the year the construction bid was awarded.
2. The name of each Board member who was on the Board at the time the construction bid was awarded.
3. The name of the Superintendent at the time the construction bid was awarded.
4. The name of the architect.
5. The name of the contractor.

It shall be the practice of the District to have the dedication plaque provided by the construction firm who built the school.

Policy  
adopted: January 8, 1996  
revised: June 12, 2000  
revised February 26, 2001

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
San Juan Capistrano, California



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**RESOLUTION NO. 1213-50**

**APPROVAL OF MASS NOTIFICATION SYSTEM RFP PROCESS**

*WHEREAS*, the Capistrano Unified School District (District) wishes to procure a comprehensive Mass Notification System and related services to support emergency, automated, and ad-hoc messaging to District families, staff, and community members; and

*WHEREAS*, school Mass Notification Systems are of a specialized and unique nature; and

*WHEREAS*, Mass Notification Systems are undergoing significant and constant changes to incorporate new mediums of communication and technology to expedite messages; and

*WHEREAS*, the District's needs for school-home communication are increasing and changing; and

*WHEREAS*, there has been a proliferation of services and products to reflect these changes; and

*WHEREAS*, pursuant to Public Contract Code §20118.2, school districts are allowed to acquire Mass Notification Systems and related services through a Request for Proposal (RFP) process that takes into account system capabilities and other factors in addition to cost.

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

1. Find and determine the District's proposed procurement of a Mass Notification System and related services qualify under Public Contract Code §20118.2 and is hereby authorized by the Board.
2. Authorize and approve the following evaluation factors and the percentages assigned to each factor: (a) Price – 30 percent, (b) Emergency Notification Functionality – 20 percent, (c) District and School Messaging Functionality – 30 percent, (d) Implementation and Support Plan – 10 percent, and (e) Company References – 10 percent.
3. Order the award of the RFP and authorization for the District to enter into a contract with the selected provider shall be taken by separate Board action.

AYES: ( )

NOES ( )

ABSENT ( )

ABSTAIN ( )

I, Joseph M. Farley, Ed.D., Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 26<sup>th</sup> day of June, 2013, by a roll call vote.

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Anna Bryson  
Clerk of the Board of Trustees

---

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

**FIRST AND SECOND EXTENSION TO MEMORANDUM OF UNDERSTANDING  
BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND CITY OF DANA  
POINT**

This **FIRST AND SECOND EXTENSION TO THE MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN** the Capistrano Unified School District (“CUSD”), and the City of Dana Point (“City”) is entered into as of July 1, 2012 (“Effective Date”) between CUSD and the City (“MOU Extension”). CUSD and City are collectively referred to as the “Parties.”

**RECITALS**

1. The Parties entered into that certain MOU in 2011 (“Original Agreement”) to provide a safe school environment in which students are afforded the best opportunity to succeed academically and socially.
2. The Original Agreement continued the School Intervention Program (the “Program”) at Dana Hills High School (“DHHS”) that was first introduced at the school during the 2008-2009 school year.
3. Pursuant to Paragraph 6 of the Original Agreement, the term of the Original Agreement was from July 1, 2011 through June 30, 2012 and allowed the parties to extend the Original Agreement for three, one (1) year extensions.
4. At the July 25, 2011 City Council meeting, the City Council voted in favor of authorizing the City Manager to review the Program and Original Agreement with CUSD to determine if the Program should be extended and also authorized the City Manager to extend the Original Agreement for up to three, one (1) year extensions if the Program continued to prove beneficial.
5. The City Manager has reviewed the Program and Original Agreement with CUSD and both parties determined the Program should be extended for both the July 1, 2012 through June 30, 2013 period (“First Extension”) and the July 1, 2013 through June 30, 2014 period (“Second Extension”).

**AGREEMENT**

**NOW THEREFORE**, the Parties agree as follows:

1. **Effective Date.** The First Extension and Second Extension shall be deemed effective as of the Effective Date set forth in the first paragraph hereof.
2. **Extension of Term.** The Parties hereby agree to extend the Term of the Original Agreement for two, one (1) year periods.

EXHIBIT 9



3. **Original Agreement Provisions.** Aside from the extension to the Term of the Original Agreement, all other provisions in the Original Agreement remain valid and are incorporated herein by reference.
4. **Authority.** The undersigned individuals hereby represent that they are authorized to execute this MOU Extension on behalf of their respective organizations, and each party represents that this MOU Extension constitutes a legal and binding obligation of the Parties.
5. **Counterparts.** The Parties agree that separate copies of this MOU Extension may be signed by each of the Parties to the MOU Extension and these copies will have the same force and effect as if the original had been signed by all Parties.

**IN WITNESS WHEREOF,** the Parties have executed this MOU Extension in the County of Orange, State of California as of the Effective Date.

By: \_\_\_\_\_  
 Douglas Chotkevys, City Manager  
 CITY OF DANA POINT

By: \_\_\_\_\_  
 Joseph M. Farley, Superintendent  
 CAPISTRANO UNIFIED SCHOOL  
 DISTRICT

APPROVED TO FORM:

\_\_\_\_\_  
 A. Patrick Munoz, City Attorney

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....JUNE 26, 2013  
MELLO ROOS

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

PO No.	Fund	Vendor	Description	Amount
5254	87	D.R. MCNATTY & ASSOCIATES INC	Serv& Op/Fac Acq /Dstrctwd	3,000.00
5255	87	WLC ARCHITECTS INC	BI:Arch /Fac Acq /CVHS	109,076.73
			2 Purchase Orders	\$112,076.73

EXHIBIT 13

Attachment 1

Board of Trustees Purchase Order Listing  
 \*===== Fiscal Year: 2012-13 =====\*  
 Board of Trustees Meeting.....JUNE 26, 2013

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

PO No.	Fund	Vendor	Description	Amount
325003	1	SOUTH COAST AIR QUALITY MGMT	Serv& Op/RR:Bldgs/LFMS	116.61
325004	1	SOUTH COAST AIR QUALITY MGMT	Serv& Op/RR:Bldgs/ANHS	116.61
325005	1	ORANGE COUNTY FIRE AUTHORITY	Rntl:Oth/RR:Bldgs/Dstrctwd	825.00
325006	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/CVHS	13,840.80
325007	1	GAMETIME	SpplsNonI/RR:Bldgs/Viejo	3,380.44
325008	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/ANHS	2,479.00
325009	1	STAPLES ADVANTAGE	InstMtls/Instrctn/MFMS	1,500.00
325010	1	CDWG Inc	SpplsNonI/TIS /Dstrctwd	73.25
325011	1	NILES BIOLOGICAL	SpplsNonI/Sch Adm /Dstrctwd	350.00
325012	1	TRUE GRITS	InstMtls/Instrctn/DHHS	3,629.99
325013	1	SOUTHERN CALIFORNIA EDISON	Op&Hskpg/Opr:Util/Dstrctwd	250,000.00
325014	1	MILLER MECHANICAL	Rntl:Oth/RR:Bldgs/NHMS	4,205.32
325015	13	ECOLAB PEST ELIMINATION	CntrctFd/FoodServ/Dstrctwd	3,000.00
325016	1	PARADIGM HEALTH CARE SERVICES	Serv& Op/SupvAdmn/Dstrctwd	10,000.00
325017	1	DELL COMPUTER	NonCapEq/RR:Bldgs/Dstrctwd	747.38
325018	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	3,752.65
325019		VOID	VOID	0.00
325020	70	MAIER INTERNATIONAL INC	Serv& Op/Enterprs/Dstrctwd	25,000.00
325021	12	SCHOLASTIC EDUCATION INC	InstMtls/Instrctn/Dstrctwd	139,325.00
325022	1	FERREN, MATTHEW &/OR KATIE	Serv& Op/SEOthIns/Dstrctwd	6,000.00
325023	1	TELL STEEL INC	SpplsNonI/RR:Bldgs/Concordi	1,811.75
325024	1	VANGUARD FLOORING INC	Rntl:Oth/RR:Bldgs/Tijeras	8,389.90
325025	14	VANGUARD FLOORING INC	Rntl:Oth/RR:Bldgs/Concordi	2,770.26
325026	1	FOLLETT EDUCATIONAL SERVICES	K-8Textb/Instrctn/Dstrctwd	586.66
325027		VOID	VOID	0.00
325028	1	LA HABRA FENCE CO INC	Rntl:Oth/RR:Bldgs/Concordi	14,866.00
325029		VOID	VOID	0.00
325030	1	WEST COAST ARBORISTS INC.	Rntl:Oth/Op:Grnds/Dstrctwd	11,925.00
325031	1	TANDUS FLOORING INC.	SpplsNonI/RR:Bldgs/Tijeras	11,584.08
325032	1	TANDUS FLOORING INC.	Serv& Op/Enterprs/Dstrctwd	12,068.29
325033	1	VANGUARD FLOORING INC	Serv& Op/Enterprs/Dstrctwd	7,293.75
325034	14	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Concordi	2,319.86
325035	14	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Concordi	1,505.41
325036	14	VANGUARD FLOORING INC	Rntl:Oth/RR:Bldgs/Concordi	1,966.75
325037	14	VANGUARD FLOORING INC	Rntl:Oth/RR:Bldgs/Concordi	2,641.00
325038	14	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Concordi	4,124.11
325039	14	VANGUARD FLOORING INC	Rntl:Oth/RR:Bldgs/Concordi	2,297.50
325040	1	VANGUARD FLOORING INC	Rntl:Oth/RR:Bldgs/Reilly	9,975.55
325041	1	TANDUS FLOORING INC.	SpplsNonI/RR:Bldgs/Reilly	14,565.55
325042	1	TANDUS FLOORING INC.	SpplsNonI/RR:Bldgs/Reilly	9,253.60
325043	1	VANGUARD FLOORING INC	Rntl:Oth/RR:Bldgs/Reilly	6,810.00
325044	1	DELL COMPUTER	NonCapEq/Instrctn/LRMS	4,156.95
325045	1	DELL COMPUTER	NonCapEq/Instrctn/LRMS	4,156.95
325046	1	HANGSAFE HOOKS	SpplsNonI/RR:Bldgs/Dstrctwd	3,807.45
325047	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/Concordi	1,615.40

Board of Trustees Purchase Order Listing  
 \*===== Fiscal Year: 2012-13 =====\*  
 Board of Trustees Meeting.....JUNE 26, 2013

PO No.	Fund	Vendor	Description	Amount
325048	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/Concordi	6,601.00
325049	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/Concordi	5,667.40
325050	1	APPLE COMPUTER INC	InstMtls/Instrctn/LRMS	426.60
325051	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/Concordi	14,447.25
325052	1	HELLAS CONSTRUCTION INC.	Rntl:Oth/Op:Grnds/DHHS	9,500.00
325053	1	HELLAS CONSTRUCTION INC.	Rntl:Oth/Op:Grnds/ANHS	9,500.00
325054	1	ETS - CFASST	Serv& Op/Enterprs/SCHS	100.00
325055	1	OFFICE DEPOT	InstMtls/Instrctn/DHHS	300.00
325056		VOID	VOID	0.00
325057	1	CREATIVE IMAGES	SplsNonI/Pub Info/Dstrctwd	540.00
325058	1	KEY GOVERNMENT FINANCE INC	Debt Ser/Dbt Serv/Dstrctwd	432,991.65
			Debt-Int/Dbt Serv/Dstrctwd	56,633.95
325059	1	KEY GOVERNMENT FINANCE INC	Debt-Int/Dbt Serv/Dstrctwd	20,240.20
			Debt Ser/Dbt Serv/Dstrctwd	172,020.16
325060	23	DANNIS WOLIVER KELLEY	Serv& Op/Fac Acq /Dstrctwd	30.47
325061	1	ESCO EAR SERVICE CORP	Serv& Op/HlthServ/Dstrctwd	464.00
325062	69	MERCER HEALTH & BENEFITS LLC	Serv& Op/Enterprs/Dstrctwd	25,000.00
325063	1	CPR SAVERS & FIRST AID SUPPLY	SplsNonI/Sch Adm /Serra	486.16
325064	1	MEDCO SCHOOL FIRST AID	InstMtls/CurAthlt/CVHS	1,367.92
325065	1	SAN DIEGO COUNTY OFFICE OF ED	CnfrNonI/SupvAdmn/Dstrctwd	100.00
325066	1	THOMAS KELLY SOFTWARE ASSOC LP	Serv& Op/Instrctn/Dstrctwd	1,320.00
325067	1	CREATIVE FORMS DESIGN INC	InstMtls/Instrctn/Dstrctwd	73.44
325068	1	PATTERSON, PAMELA	Serv& Op/HlthServ/Dstrctwd	30,875.00
			Serv& Op/PrntPart/Dstrctwd	1,625.00
325069	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/ANHS	1,405.03
325070	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /FNMS	248.47
325071	1	GENERAL BINDING CORP	St Rcpts/Undesig /Dstrctwd	5,880.60
325072	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	170.64
325073	1	CDWG Inc	InstMtls/SEOthIns/Dstrctwd	40.80
325074	1	CAREERSTAFF UNLIMITED INC.	NPA /NPA Hlth/Dstrctwd	20,000.00
325075	1	VAN VORHISKEY PHD, S	FieldTrp/Instrctn/GrgWhite	675.00
325076	1	COLLEGE BOARD - WRO	PrepdExp/Undesig /Dstrctwd	520.00
325077	1	AP BY THE SEA	PrepdExp/Undesig /Dstrctwd	745.00

71 Purchase Orders \$1,428,829.56

Board of Trustees Purchase Order Listing  
 \*===== Fiscal Year: 2013-14 =====\*  
 Board of Trustees Meeting.....JUNE 26, 2013

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

PO No.	Fund	Vendor	Description	Amount
330000	1	TARGETSUCCESS INC	Serv& Op/Prsnl:HR/Dstrctwd	8,550.00
330001	1	CHRISTINE STEIN	CnsltNon/Spch Aud/Dstrctwd	4,000.00
330002	1	TIWAHE TECHNOLOGY LLC	Serv& Op/SEOthIns/Dstrctwd	4,500.00
330003	1	GARCIA, IRMA R.	CnsltNon/GuidCnsl/Dstrctwd	24,999.00
			SubNonCn/GuidCnsl/Dstrctwd	15,001.00
330004	1	FAMILY CRISIS INTERNATIONAL	Residtl /NPS /Dstrctwd	20,000.00
			Sub RTC /NPS /Dstrctwd	20,000.00
330005	1	MENDE PSY.D, SYLVIA	CnsltNon/SupvAdmn/Dstrctwd	40,000.00
330006	1	SUSANNE SMITH ROLEY DBA	CnsltNon/HlthServ/Dstrctwd	3,000.00
330007	1	DORES, PAUL ALAN	CnsltNon/PsychSer/Dstrctwd	15,000.00
330008	1	BERKOWITZ, SUSAN	CnsltNon/Spch Aud/Dstrctwd	2,000.00
330009	1	CROMWELL, PATRICIA	CnsltSvs/Aid:Inst/Dstrctwd	5,000.00
330010	1	ORANGE COUNTY THERAPY SERVICE	NPA /NPA Hlth/Dstrctwd	39,999.60
			Sub NPA /NPA Hlth/Dstrctwd	60,000.40
330011	1	CRARY, BRENDA	CnsltNon/GuidCnsl/Dstrctwd	24,999.00
			SubNonCn/GuidCnsl/Dstrctwd	15,001.00
330012	1	DAVID TAUSSIG ASSOC INC	Serv& Op/M-R Reim/Dstrctwd	150,000.00
13 Purchase Orders				\$452,050.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....JUNE 26, 2013

Warrant Number	Name of Payee	Reference Number	Amount
186673	W W GRAINGER INC	-	
		PO-324659	2,368.82
186674	W W GRAINGER INC	-	
		PO-324659	52.10
186675	W W GRAINGER INC	PO-324659	2,472.59
186676	CITY OF SAN CLEMENTE	PO-320308	10,289.05
186677	MOULTON NIGUEL WATER	PO-320310	5,620.09
186678	ORANGE CTY DEPT EDUC	PO-321393	4,305.27
186679	SAN DIEGO GAS & ELECTRIC	PO-321103	100,702.04
186680	SANTA MARGARITA WATER	PO-320311	2,940.67
186681	SO CAL GAS CO	PO-320314	780.42
186682	SO COAST WATER DIST	PO-320312	896.71
		PO-324911	4,810.06
186683	WLC ARCHITECTS INC	PO-324660	5,162.40
186684	SUSAN W. CASE	PO-324937	250.00
186685	JFK TRANSPORTATION CO INC	PV-134732	7,390.00
186686	PACIFIC COAST SIGHTSEEING	PV-134731	23,876.97
186687	OPPORTUNITY FOR LEARNING	PV-134733	1,291.90
186689	CAPISTRANO UNIFIED SCHOOL DIST	PO-320116	54,172.81
186690	A Z BUS SALES INC	PO-323837	242.65
186691	ALISO NIGUEL AUTO CARE	PO-320521	541.17
186692	BATTERY SYSTEMS	PO-321716	545.67
186693	BERTRANDS HORN IMPROVEMENT	PO-324854	355.28
186694	BETTER BUSINESS RECORDS	PO-321453	12.91
186695	BJ BINDERY	PO-324909	707.00
186696	BLAIRS TOWING INC	PO-322329	300.00
186697	BRINKS INC.	PO-321054	437.20
186698	CAL-STATE AUTO PARTS INC	PO-320525	393.88
186699	CALIFORNIA WESTERN VISUALS	PO-324361	403.92
186700	CHEVROLET OF IRVINE	PO-320569	878.82
186701	CINTAS CORP	PO-320245	121.62
186702	CINTAS CORPORATION #640	PO-320527	266.42
186703	CINTAS FIRST AID & SAFETY	PO-320246	656.51
186704	COMPLETE OFFICE OF CA	PO-320702	51.83
		PO-323624	60.44
186705	DANIELS TIRE SERVICE	PO-324283	3,477.62
186706	DEPT OF GENERAL SERVICES	PO-324704	460.00
186707	FACTORY MOTOR PARTS	PO-320537	762.67
186708	FREEWAY AUTO SUPPLY & MACHINE	PO-320539	70.46
186709	FRICITION MATERIALS CO.	PO-320540	1,890.01
186710	GOPHER ATHLETIC/SPORTS	PO-324602	572.97
186711	IMAGE 2000	PO-324325	223.60
186712	IPC USA	PO-320542	23,799.42
186713	JONES SCHOOL SUPPLY CO INC	PO-324831	220.50
186714	KELLY PAPER COMPANY	PO-324078	346.22

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....JUNE 26, 2013

Warrant Number	Name of Payee	Reference Number	Amount
186715	KNORR SYSTEMS INC	PO-320332	3,969.13
186716	LAWNMOWERS ETC	PO-320824	2,260.05
186717	LIBRARY VIDEO COMPANY	PO-323299	60.79
186718	CHARTIER, BRIAN & LESLIE	PV-134714	174.81
186719	COVINGTON, WYATT	PV-134720	574.27
186720	FERREN, MATTHEW &/OR KATIE	PV-134721	77.38
186721	FINCH, JASON/NICOLETTE	PV-134722	208.82
186722	HOGGATT, ROBERT/VERONICA	PV-134723	179.42
186723	MURO, JUAN/SOPHIA	PV-134724	85.43
186724	NOXON, LISA C	PV-134725	37.08
186725	PETHTEL, SCOTT OR MICHELLE	PV-134726	188.94
186726	REYNOLDS, SUSAN	PV-134727	111.42
186727	RITURBAN/JOHN PAUL & ANN	PV-134728	142.54
186728	SADEK, SCOTT & MARY	PV-134729	83.06
186729	DAYLE MCINTOSH CENTER	PO-324179	1,008.00
186730	DIPKO, JEMILETH AND MARK	PO-320217	3,720.00
186731	JENSEN, CHRISTIAN & SANDRA	PO-323656	1,000.00
186732	MINGUS MOUNTAIN ACADEMY	PO-324707	3,460.25
186733	OAK GROVE INSTITUTE	PO-320225	10,275.09
		PO-320226	8,670.55
		PO-324100	10,275.09
186734	ROSSIER PARK ELEMENTARY SCHOOL	PO-323101	5,441.00
186735	SOLIANT HEALTH INC	PO-324250	2,010.00
186736	STEPPING STONES SPEECH	PO-321714	2,520.00
		PO-322704	420.00
		PO-324814	3,240.00
186737	BARRETT, JANET S	PV-134718	60.50
186738	CALINK INSTITUTE	PO-322241	1,800.00
186739	GOODWILL INDUSTRIES OF ORANGE	PO-322656	240.00
186740	ATKINSON ANDELSON LOYA	PO-321340	2,569.84
186741	1 DAY PAINT AND BODY	PO-321585	800.57
186742	MISSION AUTO SERVICE	PO-323579	399.75
186743	MOORE'S SEWING MACHINE	PO-320259	115.19
186744	OFFICE DEPOT	PO-320790	204.35
		PO-320896	267.06
		PO-321199	52.21
186745	ONE STOP BINDERY	PO-320119	40.00
186746	ORANGE CTY PUMP CO	PO-323886	3,632.00
186747	OVER NIGHT NUMBERING	PO-320120	490.00
186748	PAC TYPEWRITER & COMM	PO-322600	805.00
186749	PACWEST AIR FILTER	PO-320393	14,384.73
186750	PRECISION SPEEDOMETER SR	PO-320574	557.94
186751	QUALITY TOWING	PO-321178	91.00
186752	RADIO SHACK ACCOUNTS REC	PO-320182	62.62
186753	RIDDELL/ALL AMERICAN	PO-322268	14,873.76

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....JUNE 26, 2013

Warrant Number	Name of Payee	Reference Number	Amount
186754	RINCON TRUCK PARTS	PO-320575	624.23
		PO-322603	3,849.06
		PO-324842	7,540.04
186755	SAN CLEMENTE SPORTS	PO-324715	1,987.20
186756	SCHOLASTIC EDUCATION INC	PO-323636	1,209.60
186757	SCHOLASTIC INC	PO-323854	347.39
186758	SKYLINE PEST CONTROL	PO-324656	10.00
186759	SMART & FINAL	PO-321966	103.55
		PO-323534	119.73
		PO-323594	159.85
		PO-324165	864.92
186760	SOUTH COAST FAMILY MEDI CENTER	PO-320033	425.00
186761	SPICERS PAPER CO	PO-322675	6,755.55
186762	TOMARK SPORTS INC	PO-323016	1,396.23
		PO-323125	569.31
186763	US GAMES	PO-323083	1,576.15
		PO-323256	291.87
		PO-323257	231.00
186764	OFFICE DEPOT	PO-321110	114.63
186765	W W GRAINGER INC	-	
		PO-324659	16,594.15
186766	W W GRAINGER INC	PO-324659	1,938.09
186767	MAIL FINANCE	PO-320275	1,103.73
186768	PREMIERE WATER SERVICES	PO-320508	1,025.00
186769	R&S SOIL PRODUCTS INC	PO-322476	28,000.00
		PO-324835	14,726.40
186770	SCHOLASTIC INC	PO-324050	7,370.00
186771	SHI	PO-324892	99.40
186772	SKYLINE PEST CONTROL	PO-324656	330.00
186773	SMART & FINAL	PO-320382	245.43
		PO-321354	89.23
		PO-324156	96.76
		PO-324676	75.90



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....JUNE 26, 2013

Warrant Number	Name of Payee	Reference Number	Amount
186774	SOUTHWEST SCHOOL SUPPLY	CM-130085	59.40-
		PO-320253	388.79
		PO-320456	555.44
		PO-320457	58.62
		PO-320642	1,291.37
		PO-320644	247.06
		PO-320646	538.97
		PO-320650	3.21-
		PO-320652	6.16
		PO-320660	226.35
		PO-320770	630.50
		PO-320773	98.42
		PO-320776	3.23
		PO-320785	16.26-
		PO-320792	371.14
		PO-320805	80.99
		PO-320807	233.10
		PO-320809	66.61
		PO-320845	388.64
		PO-321188	395.26
		PO-321224	345.28
		PO-321463	187.92
		PO-321724	323.97
		PO-323218	374.07
		PO-323331	324.25
		PO-324096	48.91
		PO-324509	496.44
		PO-324610	96.83
		PO-324699	391.20
		PV-134730	248.47
		PV-134734	12.25
186775	SPORTS FACILITIES GROUP INC	PO-320825	675.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....JUNE 26, 2013

Warrant Number	Name of Payee	Reference Number	Amount
186776	STAPLES ADVANTAGE	-	
		PO-320065	33.57
		PO-320072	11.38
		PO-320299	272.12
		PO-320590	402.89
		PO-320639	28.09
		PO-320641	121.97
		PO-320653	55.88
		PO-320800	451.87
		PO-323280	2,863.54
		PO-323602	534.72
		PO-323822	160.47
		PO-323858	75.07
		PO-323908	133.86
		PO-323938	86.40
		PO-323980	489.30
186777	STAPLES ADVANTAGE	PO-323980	81.55
		PO-323993	962.28
		PO-324328	217.15
		PO-324331	434.72
		PO-324424	327.00
		PO-324430	344.58
		PO-324616	95.77
		PO-324698	163.10
186778	TEACHING STRATEGIES	PO-324115	134.34
186779	THYSSENKRUPP ELEVATOR CORP	PO-324088	1,505.50
186780	TRIPLE A PUMPING & JETTING	PO-324431	450.00
186781	ULINE	PO-320366	77.68
186782	SMART & FINAL	PO-320581	330.78
186783	SOUTHWEST SCHOOL SUPPLY	PO-320801	195.60
186784	STAPLES ADVANTAGE	PO-324036	764.40
186785	A Z BUS SALES INC	PO-323837	1,399.05
186786	ADVANTAGE RADIATOR	PO-320568	185.00
186787	ALISO VIEJO AUTO SERVICE	PO-320522	341.17
186788	ANIMAL PEST MANAGEMENT SERVICE	PO-324845	2,055.00
186789	ASSOCIATION OF CALIFORNIA	PO-320079	520.00
186790	B & H PHOTOGRAPHY	PO-324725	3,743.57
		PO-324772	1,177.11
186791	BEE MAN	PO-320677	699.00
186792	BLAIRS TOWING INC	PO-322329	250.00
186793	CAL-STATE AUTO PARTS INC	PO-320525	364.34
186794	CAMCOR INC	PO-324776	958.25
186795	CINTAS CORPORATION #640	PO-320527	266.42
186796	COMPLETE OFFICE OF CA	PO-320667	200.04
		PO-320895	344.65

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....JUNE 26, 2013

Warrant Number	Name of Payee	Reference Number	Amount
186797	CULVER-NEWLIN INC	PO-324317	967.95
186798	FACTORY MOTOR PARTS	PO-320537	433.40
186799	FREEWAY AUTO SUPPLY & MACHINE	PO-320539	221.51
186800	FRICTION MATERIALS CO.	PO-324841	3,245.27
186801	GANAHL LUMBER	PO-320324	381.56
186802	HAAN CRAFTS	PO-321348	209.25
186803	INTERSTATE BATTERIES	PO-320573	624.38
186804	JOHNSTONE SUPPLY	PO-324836	1,568.52
186805	KELLY PAPER COMPANY	PO-324078	592.13
186806	LAKESHORE LEARNING MATLS	PO-324829	484.76
186807	LAWNMOWERS ETC	PO-320824	918.81
186808	LESLIES SWIMMING POOL SUPPLY	PO-320169	103.55
186809	AVILA, THERESE	PV-134755	93.79
186810	BYRON, MEREDITH	PV-134741	11.87
186811	CORCORAN, TRAVIS	PV-134742	163.62
186812	CURLEY, JULIE	PV-134743	62.41
186813	DEWEES, JULIA	PV-134744	50.85
186814	GOLDBECK, MELISSA	PV-134745	250.30
186815	GOMEZ, LYDIA	PV-134746	70.06
186816	HANRATTY-RAJA, JENNIPHER	PV-134747	17.52
186817	LACHEMANN, DINA	PV-134749	99.44
186818	MCCARTHY, ANNA	PV-134748	16.95
186819	MEYERS, AMY	PV-134750	220.92
186820	NGUYEN, TRISHA T.	PV-134740	161.36
186821	PARKER, LAURA	PV-134751	140.12
186822	RIEGERT, KAREN	PV-134752	141.82
186823	RODRIGUEZ, NASCINA	PV-134753	60.46
186824	TABARI, LISA SEYEDI	PV-134754	65.54
186825	TAYNE, JULIE	PV-134756	239.00
186826	TERHUNE, CYNTHIA	PV-134758	172.89
186827	WIEDEMAN, LORI	PV-134759	155.38
186828	ALLGOOD, JOSHUA	PV-134760	143.00
186829	BELL, ETHAN	PV-134761	15.00
186830	BELLINGHAUSEN, KAREN	PV-134762	50.00
186831	BETZ, HANNAH	PV-134763	15.00
186832	CARRILLO, OSWALDO	PV-134764	12.00
186833	CARTER, ALEXANDRA	PV-134765	15.00
186834	CIFARELLI, ANGELA	PV-134766	77.00
186835	EISENBERG, ISABEL	PV-134767	15.00
186836	FRYE, ASHLEIGH	PV-134768	17.00
186837	HOUCK, GENEVIEVE	PV-134769	20.00
186838	HUGHES, REGINA	PV-134770	50.00
186839	LADD, ALEXANDER	PV-134771	126.00
186840	LAMAS, JORDAN	PV-134772	20.00
186841	LORENTZEN, BROOKE	PV-134773	12.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....JUNE 26, 2013

Warrant Number	Name of Payee	Reference Number	Amount
186842	MOTTS, MICHAEL	PV-134774	110.00
186843	NALLY, AIDAN	PV-134775	80.00
186844	OLSON, LEONA	PV-134776	55.37
186845	SALINAS, GABE	PV-134777	15.88
186846	SCHULTZ, WOLFGANG	PV-134778	15.00
186847	SORIA, RICHARD	PV-134779	89.00
186848	TUCKER, PAUL	PV-134780	20.00
186849	VASU, JUSTIN	PV-134781	15.00
186850	VILLEGAS, BRANDON	PV-134782	15.00
186851	WALTON, MARCUS	PV-134783	135.95
186852	WANG, TZU-TING	PV-134784	20.00
186853	HEAR NOW ABRAMSON AUDIOLOGY	PO-320336	4,568.75
186854	MENDE PSY.D, SYLVIA	PO-320983	1,316.25
186855	ORANGE COUNTY THERAPY SERVICE	PO-320329	2,320.00
186856	!AAA! ACADEMICS	PO-324767	1,410.00
186857	A TREE OF KNOWLEDGE	PO-322471	1,425.21
186858	CAMPCO	PO-321480	9,802.10
186859	PROFESSIONAL TUTORS OF AMERICA	PO-322211	7,157.00
186860	SANTA ANA COLLEGE FOUNDATION	PO-323806	3,000.00
186861	DANNIS WOLIVER KELLEY	PO-321980	5,650.00
186862	DEPT IND RELATION (ACCOUNTING)	PO-320163	450.00
186863	MOULTON NIGUEL WATER	PO-320310	5,510.27
186864	SAN DIEGO GAS & ELECTRIC	PO-321103	33,965.81
186865	SANTA MARGARITA WATER	PO-320311	801.98
186866	SO CAL GAS CO	PO-320314	2,762.34
186867	CORVEL CORPORATION	PO-321565	109,827.20
186868	W W GRAINGER INC	-	
		PO-324659	35,048.12
186869	W W GRAINGER INC	PO-324659	14,886.46
186870	MAKIT PRODUCTS INC	PO-324541	609.05
186871	MARKERBOARD PEOPLE	PO-324523	7,243.50
186872	MIND RESEARCH INSTITUTE	PO-324581	3,325.00
186873	NATIONAL NETWORK OF DIGITAL	PO-321527	267.50
186874	ONE STOP BINDERY	PO-320119	75.25
		PO-324910	251.75
186875	ORANGE COUNTY DEPT OF EDUC	PO-324797	270.00
186876	ORANGE COUNTY FIRE AUTHORITY	PO-325005	825.00
186877	ORANGE COUNTY REGISTER	PO-320288	515.76
186878	P.W. GILLIBRAND CO. INC.	PO-324995	824.99
186879	POSITIVE PROMOTIONS	PO-323645	246.75
		PO-324800	46.80
186880	PRAXAIR	PO-320552	42.00
		PO-321165	63.00
		PO-324952	208.38
186881	SAF-COM SUPPLY	PO-320188	2,115.14

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....JUNE 26, 2013

Warrant Number	Name of Payee	Reference Number	Amount
186882	SNUG SEAT INC.	PO-323322	274.44
186883	SOUTH COAST AIR QUALITY MGMT	PO-325003	116.61
		PO-325004	116.61
186884	SOUTH COAST ANSWERING SERVICE	PO-320194	113.51
186885	SPICERS PAPER CO	PO-322675	13,107.46
186886	STAPLES ADVANTAGE	-	
		CM-130086	7.55-
		CM-130088	68.09-
		PO-320126	71.26
		PO-320590	364.66
		PO-320639	121.40
		PO-320641	229.07
		PO-320768	57.47
		PO-320775	91.50
		PO-320800	571.44
		PO-322720	770.47
		PO-322833	353.71
		PO-322910	29.96
		PO-322929	76.57
		PO-323280	459.68
		PO-323602	945.48
		PO-324328	332.85
		PO-324331	95.07
186887	STAPLES ADVANTAGE	PO-324331	308.80
		PO-324677	4,547.68
		PO-324753	55.72
		PV-134785	0.46
186888	SUPER DUPER INC.	PO-324383	193.00
		PO-324521	3,792.00
		PO-324825	656.12
		PO-324926	280.55
186889	TRIARCO ARTS & CRAFTS	PO-323961	196.47
186890	ULINE	PO-320142	275.03
		PO-320366	77.55
		PO-324186	317.24
		PO-324516	170.79
186891	UNITED PARCEL SERV	PV-134787	5,000.00
186892	UPSTART	PO-324394	33.20
186893	VALIANT IMC	PO-324369	399.00
186894	VERIZON WIRELESS	PO-322352	2,592.16
186895	WAL MART COMMUNITY/GEGRB	PO-321774	442.89
		PO-321776	103.29
		PO-322450	287.76
186896	WAXIE	PO-320268	2,642.07
		PO-324287	1,732.10

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....JUNE 26, 2013

Warrant Number	Name of Payee	Reference Number	Amount
186897	WENGER CORPORATION	PO-322758	1,183.56
186898	WESTERN GRAPHIX	PO-320269	175.00
186899	WON-DOOR CORPORATION	PO-320272	492.62
186900	PRO LINGUA ASSOCIATES	PO-324869	262.00
186901	STAPLES ADVANTAGE	PO-320649	93.95
186902	WAL MART COMMUNITY/GECRB	PO-320587	227.58
186903	STAPLES ADVANTAGE	PO-320893	360.72
		PO-324036	1,082.63
186904	AARDVARK CLAY	PO-321807	1,783.81
186905	ACADEMIC THERAPY PUBL	PO-324427	228.14
186906	AIR CONDITIONING CONTROL SYS	PO-323640	427.50
186907	APPLE COMPUTER INC	PO-324896	433.92
186908	B & H PHOTOGRAPHY	PO-324770	1,455.46
		PO-324775	599.00
186909	BEACH CITIES GLASS	PO-320316	334.73
186910	BEYOND PLAY	PO-324384	334.96
186911	CAMCOR INC	PO-324309	11,090.52
		PO-324720	528.12
		PO-324777	4,112.18
		PO-324783	528.12
		PO-324784	460.32
		PO-324895	920.65
		PO-324922	102.90
186912	CAPISTRANO GOLF CARS	PO-324779	943.04
186913	COMPLETE OFFICE OF CA	PO-320369	126.35
186914	CROWN VALLEY TRANS	PO-324804	3,823.48
186915	E. STEWART AND ASSOCIATES	PO-321934	1,002.75
186916	EVERYTHING MEDICAL	PO-324948	1,360.00
		PO-324983	1,425.00
186917	GLASS SPECTRUM	PO-321878	536.12
		PO-324389	173.76
186918	HIRSCH PIPE & SUPPLY	PO-324848	2,558.82
186919	HYDRO-SCAPE PRODUCTS INC	PO-320328	172.68
186920	IMAGE 2000	PO-324705	1,150.64
186921	JOHNSTONE SUPPLY	PO-324836	4,344.03
186922	JOSTENS	PO-323035	645.19
186923	LAKESHORE LEARNING MATLS	PO-324802	49.22
		PO-324821	81.04
186924	LAWNMOWERS ETC	PO-320824	136.63
186925	LIBRARY VIDEO COMPANY	PO-324457	136.39
186926	LIFE TRENDS GROUP TLTG INC	PO-324273	174.30
186927	LIFECYCLE AQUAPONICS	PO-324143	5,000.00
186928	LIFETRENDS GROUP	PO-324638	92.65
186929	LINGUI SYSTEMS INC	PO-324812	104.85
186930	LOCAL JANITORIAL & VACUUM	PO-324833	360.08

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....JUNE 26, 2013

Warrant Number	Name of Payee	Reference Number	Amount
186931	LAKESHORE LEARNING MATLS	PO-320703	140.41
186932	BENS ASPHALT	PO-323038	1,500.00
		PO-323927	3,600.00
		PO-324303	3,749.13
		PO-324392	7,867.00
186933	CITY OF SAN JUAN CAPISTRANO	PO-320307	15,049.96
186934	DEPT IND RELATION (ACCOUNTING)	PO-320163	250.00
186935	MOULTON NIGUEL WATER	PO-320310	1,216.99
186936	PACIFIC MOBILE HOME CONS	PO-324162	3,037.71
		PO-324237	6,888.00
		PO-324851	2,585.00
186937	PACIFIC PLUMBING COMPANY OF	PO-324302	5,092.55
		PO-324665	4,092.64
		PO-324828	10,714.61
186938	PACIFIC ROOFING SYSTEMS	PO-322734	272.80
		PO-322764	3,938.00
		PO-323374	14,814.75
		PO-324091	4,495.00
		PO-324357	4,831.80
186939	SAN DIEGO GAS & ELECTRIC	PO-321103	30,895.51
186940	SANTA MARGARITA WATER	PO-320311	16,119.81
186941	SO CAL GAS CO	PO-320314	8,651.02
186942	SOUTHERN CALIFORNIA EDISON	PO-320313	591.20
		PO-325013	4,138.61
186943	WEST COAST ARBORISTS INC.	PO-320346	5,830.00
186944	WLC ARCHITECTS INC	PO-324661	3,240.00
186945	WLC ARCHITECTS INC	PO-324660	39,549.43
186946	OVERLAND PACIFIC & CUTLER INC	PO-322638	5,250.00
		PO-323315	2,625.00
186947	BERRY, SCOTT AND/OR JAIME	PO-320819	566.61
186948	CORNERSTONE THERAPIES	PO-322431	200.00
186949	DAYLE MCINTOSH CENTER	PO-324179	672.00
186950	PARADIGM HEALTH CARE SERVICES	PO-325016	10,000.00
186951	PATRICIA MACDONALD AND	PO-324355	1,600.00
186952	SOLIANT HEALTH INC	PO-324250	2,010.00
186953	SYNTEX GLOBAL	PO-321481	255.00
186954	THERAPEUTIC EDUCATION CENTER	PO-321031	3,825.00
		PO-321033	3,825.00
		PO-321034	3,010.00
		PO-322432	3,600.00
		PO-323848	3,600.00
		PO-323989	3,825.00
		PO-324500	3,825.00
		PO-324708	1,876.00
		PO-324977	450.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....JUNE 26, 2013

Warrant Number	Name of Payee	Reference Number	Amount
186955	WESTSHIELD ADOLESCENT SERVICES	PO-320337	2,630.31
186956	!ACE TUTORING SERVICES INC	PO-322472	4,809.60
		PO-324481	2,945.40
186957	24 HORAS DE TUTORIA	PO-324768	687.92
186958	A+ EDUCATIONAL CENTERS	PO-322210	1,894.38
186959	ACCESS TO LEARNING LLC	PO-322204	3,086.46
186960	BASIC EDUCATIONAL SERVICES	PO-322197	1,149.75
186961	BESTGEN, MARY	PO-321569	480.00
186962	OXFORD TUTORING CENTER INC	PO-322530	15,829.20
		PO-324483	13,525.30
186963	PROFESSIONAL TUTORS OF AMERICA	PO-321166	3,289.00
186964	TEACH N TUTOR INC	PO-322212	2,989.60
		PO-324489	4,193.32
186965	!ALPHA! INNOVATION THROUGH	PO-322207	600.00
186966	!APRENDE! TUTORING	PO-322528	15,829.20
		PO-324484	15,988.79
186967	STEIN, CHRISTINE	PO-324972	288.00
186968	CAHPERD	PO-323407	49.00
186969	CETPA	PO-321520	505.00
186970	ELLIOT, EVANGELINE	PV-134815	23.85
186971	HERNANDEZ, MARLO	PV-134795	199.00
186972	ORANGE COUNTY DEPT OF EDUCATIO	PO-324548	25.00
		PO-324682	90.00
		PO-324694	30.00
		PO-324758	10.00
		PO-324943	10.00
186973	ATKINSON ANDELSON LOYA	PO-320706	5,572.45
186974	HARBOTTLE LAW GROUP	PO-321101	7,893.74
186975	ADVANTAGE RADIATOR	PO-320568	279.72
186976	AMS.NET INC	PO-323761	2,832.38
186977	B & H PHOTOGRAPHY	PO-324906	73.35
186978	BADEN SPORTS INC	PO-324678	249.48
186979	BEACH CITIES GLASS	PO-320316	276.96
186980	BEE MAN	PO-320677	1,784.00
186981	BLAIRS TOWING INC	PO-322329	250.00
186982	BRAIN POP LLC	PO-324463	745.00
186983	BRINKS INC.	PO-321054	137.14
186984	CAL-STATE AUTO PARTS INC	PO-320525	456.40
186985	CHEVROLET OF IRVINE	PO-320569	129.51
186986	CINTAS CORP	PO-320319	697.16
186987	COMPLETE OFFICE OF CA	PO-323624	86.70
186988	CRACK PATCHER INC	PO-324929	1,375.00
186989	CURRICULUM ASSOCIATES	PO-324792	905.99
186990	DELL MARKETING L P	PO-324737	831.39
186991	DENAULT'S HARDWARE	PO-320162	41.00



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....JUNE 26, 2013

Warrant Number	Name of Payee	Reference Number	Amount
186992	FACTORY MOTOR PARTS	PO-320537	897.10
186993	FLINN SCIENTIFIC INC	PO-324681	224.54
186994	FREEWAY AUTO SUPPLY & MACHINE	PO-320539	110.29
186995	FRICTION MATERIALS CO.	PO-320540	294.84
186996	GANAHL LUMBER	PO-324654	241.99
186997	GILBERT & STEARNS INC	PO-323722	9,021.67
		PO-323883	1,062.82
186998	HIRSCH PIPE & SUPPLY	PO-324848	630.37
186999	INTERSTATE BATTERIES	PO-320573	213.66
187000	IPC USA	PO-320542	25,257.81
187001	JOHN DEERE LANDSCAPES	PO-320330	615.60
187002	JOHNSTONE SUPPLY	PO-324836	8,077.36
187003	KNORR SYSTEMS INC	PO-320332	13,547.36
187004	LOCAL JANITORIAL & VACUUM	PO-324833	142.94
187005	APPLE COMPUTER INC	PO-324888	10,197.24
187006	BETTER BUSINESS RECORDS	PO-321453	38.72
187007	BIO CORPORATION	PO-324727	329.95
187008	BJ BINDERY	PO-324909	1,021.00
187009	CINTAS CORP	PO-320245	60.81
		PO-320319	1,327.97
187010	COMPLETE OFFICE OF CA	PO-320667	50.65
187011	COSTCO S.J.C.	PO-324042	211.62
187012	DM COLOR EXPRESS	PO-321267	838.08
187013	DUNN-EDWARDS CORP	PO-320322	775.75
187014	GANAHL LUMBER	PO-320324	5,146.50
187015	GLASS SPECTRUM	PO-324389	23.72
187016	HAAN CRAFTS	PO-323207	196.00
187017	HYDRO-SCAPE PRODUCTS INC	PO-320328	411.73
187018	JOHN DEERE LANDSCAPES	PO-320330	2,729.59
187019	JOHNSTONE SUPPLY	PO-324836	199.55
187020	KELLY PAPER COMPANY	PO-324078	1,073.96
187021	LAWNMOWERS ETC	PO-320824	1,747.73
187022	ALISO NIGUEL HIGH SCHOOL ASB	PV-134817	100.00
187023	ARROYO, CARLOS	PV-134818	80.00
187024	BELLANTE, ROZ D	PV-134828	279.72
187025	BRENTLINGER, JODEE	PV-134819	80.91
187026	CLARK, EVAN	PV-134829	14.00
187027	HAAN CRAFTS	PO-323209	231.00
187028	HSU, MADELAINE	PV-134821	80.00
187029	KANG, KRISTEN	PV-134822	17.00
187030	MAZZOLA, ELAINE	PV-134824	90.00
187031	MORENO, DAMIAN	PV-134830	80.00
187032	MOSAVI, JASMINE	PV-134831	76.00
187033	NGUYEN, HANNAH	PV-134825	88.00
187034	PULIDO, DEBBIE	PV-134832	10.68

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2012-13 =====\*  
Board of Trustees Meeting.....JUNE 26, 2013

Warrant Number	Name of Payee	Reference Number	Amount
187035	SADDLEBACK COLLEGE &	PV-134820	500.00
187036	STURM, NICOLAS	PV-134826	81.00
187037	TANG, DEREK	PV-134823	15.00
187038	ZAMARRIPA, JAIRO	PV-134833	11.00
187039	BAILEY, REBECCA	PV-134835	20.34
187040	BENTO, KATHERYN	PV-134836	13.56
187041	BUTLER, SUSAN	PV-134837	137.86
187042	ELKINS, KAREN	PV-134841	170.07
187043	ELLIOT, EVANGELINE	PV-134838	93.23
187044	GODFREY, NICOLE	PV-134843	271.20
187045	GOFORTH, KRISTYN	PV-134844	179.67
187046	GOLDBECK, MELISSA	PV-134845	162.72
187047	HIRCHAG, REBECCA S	PV-134852	76.84
187048	LAVERING, MELANIE	PV-134846	90.40
187049	MCCORMICK, LENORE	PV-134847	37.86
187050	MCMORRAN-MAUS, KRISTA	PV-134848	181.93
187051	RICHARDSON, KATRINE	PV-134849	12.43
187052	ROSE, LINDA	PV-134850	230.81
187053	SANCHEZ, LYNN	PV-134851	3.39
187054	STEVE GELSINGER	PV-134842	178.54
187055	STURDEVANT-BROWN, LORI	PV-134853	28.25
187056	TOWNSEND, DEBBI	PV-134854	81.36
187057	TOWNSEND, NORM	PV-134855	122.04
187058	YOTA, DENISE	PV-134856	22.60
187059	COPE, MARY	PV-134839	331.73
187060	DISCOVERY SCIENCE CENTER	PO-323985	741.00
		PO-324973	245.00
		PO-324974	1,966.50
187061	ENVIRONMENTAL NATURE CTR	PO-324344	552.90
187062	HORIZON COACH LINES	PV-134857	3,706.92
187063	KEY GOVERNMENT FINANCE INC	PO-325058	489,625.60
187064	OCEAN INSTITUTE	PO-324744	1,191.00
187065	RSCCD	PO-323033	756.00
187066	XEROX CORPORATION	PO-320274	50,790.60
		PO-321837	30,909.26
		PO-321838	110,006.96
		PO-321839	149,321.99
		PO-321841	14,387.04
		PO-321844	64,385.77
187067	OPPORTUNITY FOR LEARNING	PV-134859	982.00
187068	KEENAN & ASSOCIATES	PO-324917	18,107.00
187069	CAPISTRANO UNIFIED SCHOOL DIST	PO-320116	112,867.71
187070	METROPOLITAN EMPLOYEES	PO-320115	3,700,350.89
		PO-320141	21,054.00
187071	CORVEL CORPORATION	PO-320222	29,226.78
398 Warrants			\$6,122,143.89



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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
A&R Wholesale Distributors, Inc.	Bid No. 1011-14 Grocery Products	5/9/2011
A&R Wholesale Distributors, Inc.	Bid No. 1011-13 Snack and Beverage Products	5/9/2011
Above All Names Construction Services, Incorporated	Bid No. 1112-11, Concrete Maintenance & Repair	10/26/2011
American Logistics Co., LLC	Bid No. 1112-04 - Outsource Transportation Service	7/27/2011
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) WSCA 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance	11/9/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET Inc.	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No. 1011-10, Roofing Repairs and Maintenance	3/8/2011
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
AVID	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
B&H Foto & Electronics Corp. dab B&H Photo Video	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Ben's Asphalt, Inc.	Bid No. 1213-03 Asphalt Paving, Seal coating and Repair	5/22/2013
Bergman Dacey Goldsmith	RFQ No. 10-0809 General Legal Services	12/15/2009
Bowie, Arneson, Wiles, and Giannone	RFQ No. 10-0809 General Legal Services	12/15/2009
CA Track & Engineering	CMAS 4-09-78-0048A - Advanced Polymer Playground Surface Rubberized Sport Surface, Synthetic Track	9/12/2011
California Western Visuals	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Camcor, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Campus Foods	Bid 1011-14 Grocery Products	5/9/2011
CDWG	Western State Contracting Alliance (WSCA) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance	11/9/2010
CDWG	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
Certified Transportation Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010

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

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

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

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

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007
NvLS Professional Services, LLC	RFQ No. 2-1213, E-Rate Consultant	6/27/2012
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Newport-Mesa Unified School District Bid No. 109-12 Office & School Supplies and Equipment	7/9/12
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
P&R Paper Supply Co.	Bid No. 1213-03 Paper and Plastic Products for Food and Nutrition Services	7/25/2012
Pacific Coast Sightsceing Tours & Charters	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1213-01 - Plumbing Services	5/23/2012
Pacwest Air Filter	Palo Verde Unified School District Bid No. 111201, HVAC Filters and Installation	6/27/2012
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Piper Jaffrey & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Reliance Communications	RFQ 3-1213 Mass Communications System	7/25/2012
Renaissance Learning, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Roadways International, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Safeco Insurance Co. of America, Liberty Mutual Insurance Company	Bid No. 1011-11, CVHS Theater	10/8/2012
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Schools First Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
SectorPoint, Inc.	CMAS Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software	8.20.12
SHI International Corp.	Wasco Union Elementary School District RFP Project No. 059-12M.1 Microsoft Products	11/14/2012
South Orange County Community College District (Saddleback)	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013
Southwest School and Office Supply	Placentia Yorba Linda, Bid No. 211-12, Supplies	1/25/2012
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	9/14/2010
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	5/23/2012
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Stutz, Artiano, Shinoff and Holtz	RFQ No. 10-0809 General Legal Services	12/15/2009
Sysco Food Services of L.A.	Bid No. 1011-14 Grocery Products	5/9/2011
Tel-Tec Security System	CMAS 4-11-84-0037A - Security Systems	9/12/2011
Transportation Charter Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Troxell Communications, Inc	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Twining, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Valiant IMC	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Vending +Plus	RFP No. 4-1213, Snack & Beverage Vending Services	8/20/2012
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Ward's Media Tech	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
Waterline Technologies, Inc.	LAUSD Bid No. IFB C-1030, Swimming Pool Chemicals	3/28/2012
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	San Diego Unified School District Bid No. GD-13-0006-64, Custodial and Janitorial Products	1/23/2013
WB Hunt Co, Inc.	Bid No. 1112-01 - Audio Visual Equipment	8/8/2011
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance Service	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
WLC Architects, Inc.	RFQ No. 3-0708 Architectural Services for District wide Facilities Master Plan	2/25/2008
WW Grainger, Incorporated	State of Nevada, Division of Purchasing, and Western States Contracting, Alliance Contract NO. 1862, Awarded to WW Grainger, California Participating Addendum No. 7-11-51-02	10/26/2011
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox Products	6/15/2010





VENDOR PAYMENTS OVER 250K AS OF 6/4/13

2012-13

112650	A & R WHOLESALE DISTRIBUTORS	596,815.74
145322	AMS.NET INC	369,242.78
004090	APPLE COMPUTER INC	504,626.91
112173	ASCIP	1,911,021.30
118161	CAPISTRANO CONNECTIONS ACADEMY	7,702,218.05
130027	CAPISTRANO UNIFIED	3,858,401.72
120141	CAPISTRANO UNIFIED SCHOOL DIST	3,081,812.78
016335	CAPO VALLEY WATER DIST	281,749.85
043026	CIGNA	362,936.71
018870	CITY OF SAN CLEMENTE	272,412.19
146265	COMMUNITY ROOTS	844,304.00
142967	CORVEL CORPORATION	1,075,068.47
122828	CORVEL ENTERPRISE COMP INC	1,948,800.38
146266	COUNTY OF ORANGE	444,934.32
112600	COX COMMUNICATIONS	418,096.23
100058	CUSD	3,000,000.00
064188	DELL COMPUTER	422,776.59
130403	DOMINO'S PIZZA	282,464.00
114146	GOLD STAR FOODS INC	1,647,945.33
130047	HOLLANDIA DAIRY INC.	591,485.97
144310	INSIGHT SYSTEMS EXCHANGE	385,970.92
144880	IPC USA	886,439.00
105873	JOURNEY CHARTER SCHOOL	1,311,615.00
145542	KEY GOVERNMENT FINANCE INC	793,768.55
120832	METROPOLITAN EMPLOYEES	44,064,931.21
061270	MOULTON NIGUEL WATER	294,501.34
101297	OAK GROVE INSTITUTE	252,611.82
100369	OCEANVIEW SCHOOL	450,118.00
113144	OPPORTUNITY FOR LEARNING	955,809.85
066570	ORANGE COUNTY DEPT OF EDUC	5,521,529.23
146264	OXFORD ACADEMY	3,128,394.00
145219	PACIFIC ROOFING SYSTEMS	295,436.14
078255	SAN DIEGO GAS & ELECTRIC	5,069,163.22
079190	SANTA MARGARITA WATER	271,799.28
081031	SCOTT FORESMAN	500,810.96
084100	SO CA GAS CO	392,279.76

VENDOR PAYMENTS OVER 250K AS OF 6/4/13

2012-13

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122718 SOUTHERN CALIFORNIA EDISON	1,367,417.01
084770 SOUTHWEST SCHOOL SUPPLY	341,888.71
147457 UNION BANK- ACCT# 6745034800	2,433,427.94
102879 US BANK	1,792,498.81
036075 W W GRAINGER INC	508,446.04
099210 XEROX CORPORATION	2,380,352.91

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
San Juan Capistrano Education Foundation	\$140.25	Field Trip Transportation	Ambuehl Elementary School
San Juan Capistrano Education Foundation	\$273.75	Field Trip Transportation	Ambuehl Elementary School
Sumner Photography	\$947.00	Instructional Supplies	Arroyo Vista K-8 School
Bathgate Elementary School PTA	\$3,081.00	Field Trips	Bathgate Elementary School
Bathgate Elementary School PTA	\$16,000.00	Librarian and Health Tech	Bathgate Elementary School
United Way	\$70.00	Instructional Materials	Bergeson Elementary School
BESF - Mandarin Immersion Program	\$9,892.72	Technology	Bergeson Elementary School
Edison International	\$75.00	Instructional Supplies	Bernice Ayer Middle School
Edison International	\$75.00	Instructional Supplies	Bernice Ayer Middle School
Forster Ranch Education Foundation	\$8,672.10	Complete Netbook Lab Grant	Bernice Ayer Middle School
CHIEF	\$297.00	Scholastic Site License 2013-2014	Carl Hankey K-8 School
Sumner Photography	\$780.00	Instructional Supplies	Castille Elementary School
Castille Elementary School PTA	\$212.00	Instructional Supplies	Castille Elementary School
Edison International	\$143.75	Instructional Materials	Castille Elementary School
Edison International	\$143.75	Instructional Materials	Castille Elementary School
Ladera Ranch Education Foundation	\$500.00	Technology	Chaparral Elementary School
Ladera Ranch Education Foundation	\$46,374.00	5th Grade Outdoor Science School	Chaparral Elementary School
PG&E Corporation	\$302.40	Instructional Supplies	Concordia Elementary School
PG&E Corporation	\$315.00	Instructional Supplies	Concordia Elementary School
Schools First Federal Credit Union	\$500.00	Scholarship Funds	Dana Hills High School
Newhart Middle School PTA	\$763.00	Non-Instructional Supplies	Del Obispo Elementary School
Presbyterian Church of the Master		OCTA Bus Passes	Education Services
Life Touch	\$747.00	Non-Instructional Supplies	Hidden Hills Elementary School
Vending Plus	\$35.06	Instructional Supplies	John Malcom Elementary School
Life Touch	\$1,054.00	Instructional Supplies	John Malcom Elementary School
Vending Plus	\$316.06	Instructional Materials	Ladera Ranch Middle School
Ladera Ranch Education Foundation	\$3,907.31	Technology	Ladera Ranch Middle School
Laguna Niguel Elementary School PTA	\$1,000.00	Instructional Supplies	Laguna Niguel Elementary School
Laguna Niguel Elementary School PTA	\$5,000.00	Student Supervisor	Laguna Niguel Elementary School
Vending Plus	\$30.94	Instructional Supplies	Laguna Niguel Elementary School
Las Flores Middle School PTA	\$31,133.88	Non-Instructional Supplies	Las Flores Middle School
Las Palmas Elementary 5th Grade	\$19,698.00	5th Grade Outdoor Science Camp	Las Palmas Elementary School
Sumner Photography	\$811.00	School Picture Earnings	Las Palmas Elementary School
Marblehead Aloha Foundation	\$5,024.10	Instructional Supplies	Marblehead Elementary School
Sumner Photography	\$432.00	Instructional Supplies	Marblehead Elementary School
The Denman Family	\$300.00	Instructional Supplies	Marblehead Elementary School
Vending Plus	\$108.14	Instructional Supplies	Marco Forster Middle School
Marco Forster Middle School PTSA	\$520.00	AVID Field Trip	Marco Forster Middle School
Marco Forster Middle School PTSA	\$520.00	AVID Field Trip	Marco Forster Middle School
RMIQ Foundation	\$19,482.91	RMIQ Instructional Aides	Moulton Elementary School
Mr. Larry Mauer	\$2,500.00	8th Grade Cash Awards	Newhart Middle School
Newhart Middle School PTA	\$303.00	Non-Instructional Supplies	Newhart Middle School
Newhart Middle School PTA	\$510.00	Avid Field Trip	Newhart Middle School
Ms. Karla Kaufman		Snare Drum Set with Stands and Accessories	Newhart Middle School

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Life Touch	\$1,750.50	Technology	Niguel Hills Middle School
Mr. Ashish Patil	\$35.00	Instructional Supplies	Palisades Elementary School
Ms. Elizabeth Hayden	\$67.30	Early Childhood Education	Philip Reilly Elementary School
Ms. Elizabeth Hayden	\$67.30	Early Childhood Education	Philip Reilly Elementary School
Advent Companies		Miscellaneous Office Supplies	Purchasing
Sumner Photography	\$393.00	Instructional Supplies	RH Dana Elementary School
Mission Preservation Foundation	\$100.00	Field Trip Transportation	RH Dana Elementary School
Ms. Lina G. Perez	\$200.00	Instructional Supplies	San Juan Elementary School
Mrs. Nancy Neaves	\$100.00	Early Childhood Programs	San Juan Elementary School Learning Link
Truman Benedict Elementary School PTA	\$76.99	Office Supplies	Truman Benedict Elementary School
San Felipe Del Rio Foundation	\$2,000.00	Smart Boards	Truman Benedict Elementary School
Viejo Elementary School PTA	\$275.00	Field Trip Transportation	Viejo Elementary School
Mrs. Helen Purdon	\$100.00	Early Childhood Programs	Viejo Elementary School Learning Link
Mr. Christopher Cannon	\$134.61	Instructional Supplies	Vista del Mar Elementary and Middle School
Coca-Cola Refreshments	\$188.91	Instructional Supplies	Vista del Mar Elementary and Middle School
Coca-Cola Refreshments	\$24.17	Instructional Supplies	Vista del Mar Elementary and Middle School
Mako Foundation	\$556.20	Instructional Supplies	Vista del Mar Middle School
Mobile Communications	\$3,061.80	Reimbursement for Double Payment	Wagon Wheel Elementary School
Sumner Photography	\$606.00	Instructional Supplies	Wood Canyon Elementary School
	\$192,727.90		

JUNE 26, 2013 BOARD MEETING  
DISTRICT STANDARDIZED  
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS

NEW AGREEMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
PSA	1213203	3	Special Ed	Boys Town California, Incorporated	Provide In-Home Counseling and Guidance Services	7/01/13-6/30/14	\$ 35,000.00
ICA	1213204	3	Special Ed	Harbottle Law Group	Provide Legal Representation of CUSD in Various Special Ed Matters	7/01/13-6/30/14	\$ 100,000.00
PSA	1314030	3	Special Ed	Betty Ann Molter	Counseling for Special Ed Students	7/01/13-6/30/14	\$ 20,000.00
MCA *	1314031	3	Special Ed	Devereux Arizona	Residential Mental Health Services	7/01/13-6/30/14	\$ 225,000.00
MCA *	1314032	3	Special Ed	Ocean View	Basic Education Program/Special Education Instruction	7/01/13-6/30/14	\$ 650,000.00

Total \$ 1,030,000.00

EXTENSIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
PSA	1112117	3	Special Ed	Dr. Perry David Passaro	Psychoeducation Assessment Services	7/01/13-6/30/14	\$ 5,000.00
PSA	1213005	3	Special Ed	Deafinitely Professional Interpreting Services	Interpreter Services	7/01/13-6/30/14	\$ 120,000.00
PSA	1213003	3	Special Ed	Hear Now dba Abramson Audiology	Auditory Processing Developmental Delay Evaluations	7/01/13-6/30/14	\$ 2,000.00
PSA	1213004	3	Special Ed	Hear Now dba Abramson Audiology	Audiological Services	7/01/13-6/30/14	\$ 60,000.00
PSA	1213036	3	Special Ed	Goodwill Industries of Orange County (ATEC)	Assistive Technology Services	7/01/13-6/30/14	\$ 2,000.00
PSA	1213089	3	Special Ed	Carol Shack-Lappin	Counseling Services for CUSD Special Ed Students	7/01/13-6/30/14	\$ 50,000.00
ICA	1213168	5	Special Ed Mental Health	Karen Miller	Provide Educational Consultation Services for CUSD Secondary Behavior Intervention Class (BIC) and Bridges Programs	7/01/13-6/30/14	\$ 15,000.00

Total \$ 254,000.00

JUNE 26, 2013 BOARD MEETING  
DISTRICT STANDARDIZED

INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS

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TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
PSA	1213184	3	Special Ed	Dayle McIntosh Disability Resource Center	Provide School Interpreter Services	2/22/2013-2/21/2014	New Fee Schedule
ICA	1213052	5	Mello Roos & General	Westgroup Management, Incorporated	Assisting Negotiation of a Mitigation Agreement with the Rancho Mission Viejo Company	6/01/12-7/31/13	Increase Contract \$15,000
Total							\$ 15,000.00

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

Pillar 1 Community Relations

Pillar 2 Safe & Healthy Schools

Pillar 3 Academic Achievement & Enrichment

Pillar 4 Character Development

Pillar 5 Effective Operations

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



### PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of June 27, 2013 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

#### BOYS TOWN CALIFORNIA, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$35,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/13-6/30/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: \_\_\_\_\_

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: \_\_\_\_\_

CONSULTANT

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

FEIN/SSN \_\_\_\_\_



EXHIBIT A  
FEE SCHEDULE

Boys Town California, Inc  
2223 East Wellington Ave., Suite 350  
Santa Ana, CA 92701  
(714)558-0303  
(714)558-0324 FAX  
Leslie.richard@boystown.org

In-home counseling and guidance services to CUSD students.  
Parent training

\$156.00 per hour.

By: \_\_\_\_\_ Date: \_\_\_\_\_

**SPECIAL CONDITIONS**

**Scope of Practice and Release of Assessment Documentation**

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_





### INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 6/27/13, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

#### HARBOTTLE LAW GROUP

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$100,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/2013 to 6/30/2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

**CONTRACTOR**

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

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_  
FEIN/SSN \_\_\_\_\_

EXHIBIT A

**RETAINER AGREEMENT BETWEEN HARBOTTLE LAW GROUP AND  
CAPISTRANO UNIFIED SCHOOL DISTRICT**

**FISCAL YEAR, JULY 1, 2013-JUNE 30, 2014**

This attorney retainer agreement is entered into by and between Harbottle Law Group ("HLG") on one hand, and Capistrano Unified School District ("Client") on the other for the fiscal year beginning on July 1, 2013 and extending through June 30, 2014.

1. Scope of Work and Duties. Client hires HLG to advise Client and perform legal services for Client and such other and further matters as Client and HLG from time to time agree upon. HLG will perform these services, will keep Client informed of progress, and will respond to Client's inquiries.

2. Client's Duties. Client agrees to provide HLG such information, assistance and cooperation as is necessary for HLG to effectively perform its services under this Agreement. Client shall timely pay HLG's bills for fees and costs.

Client shall keep HLG advised of Client's address, telephone numbers, and other pertinent contact information during the pendency of this Agreement.

3. Legal Fees, Billing Practices and Personnel.

A. HLG's fees will be charged on an hourly basis for all time actually expended and are generally billed monthly. The payment of such bills will be due within 30 days from the date of the invoice. It is presently anticipated that HLG Director, S. Daniel Harbottle will be principally involved in performing the legal services under this Agreement, however, HLG will utilize those attorneys and staff it determines to be best suited to the task, consistent with the competent and efficient rendering of legal services.

B. The term of this Agreement shall be until termination as set forth herein, and will commence on the date of execution of this Agreement. Except as provided in Section 3(C) below, the services to be performed by HLG hereunder shall be provided at a rate not to exceed One-Hundred Ninety-Five Dollars (\$195.00) per hour for Mr. Harbottle, and One-Hundred Ninety Dollars (\$190.00) per hour for other HLG attorneys, and Ninety-Five (\$95.00) per hour for legal assistants.

4. Costs and Other Charges. HLG will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses in addition to the hourly fees. Costs and expenses commonly include fees fixed by law or assessed by public agencies, expert witness fees and expenses, deposition transcripts, long distance telephone calls, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, clerical staff overtime, and computer assisted research fees.

5. Statements. HLG shall send Client one or more statements for fees and costs incurred on a periodic basis, generally monthly. These statements shall indicate the basis of the fees, including the amount of time spent and a description of the work performed. Payment of the statements is due thirty days after the statements are rendered.

6. Concurrent Representation of Other Entities and Individuals. HLG is currently acting as legal counsel to a number of school districts, other public agencies in several counties, as well as private clients. HLG's representation of such public and private entities in such other matters is unrelated to its representation of Client. HLG therefore reserves the right to continue to represent such parties in these unrelated matters, and any other parties in the future which may be adverse to Client, but which are unrelated to our representation of Client. Your signature below will confirm this understanding and your waiver on behalf of Client of any such potential conflicts. If, in the future, Client wishes to retain HLG to represent its interests in matters that may relate to a matter or matters in which HLG is also representing other parties, HLG will present Client with a separate document for its consideration, and possible informed written consent, to such concurrent representation.

7. Disclaimer of Guarantee. HLG has made no representations, promises or guarantees to Client regarding the outcome of Client's matter(s). Furthermore HLG cannot make any guarantee as to the amount which Client will incur for attorneys' fees and costs in this matter, as those figures will wholly depend on the time and effort required to be devoted to the matter.

8. Discharge and Withdrawal. Client may discharge HLG at any time. HLG may withdraw from Client's representation at any time to the extent permitted by law and the Rules of Professional Conduct, upon reasonable notice to the Client. In the event of such discharge or withdrawal, Client shall pay HLG's fees and costs legally owed in accordance with this Agreement for all work done (and costs incurred) through the termination of HLG's representation of Client.

9. No Waivers. A waiver by either party of a breach of any of the conditions, terms, or time requirements under this Agreement shall not be construed as a waiver of any succeeding breach of the same or other conditions, terms or time requirements.

10. Errors and Omissions Insurance. HLG maintains errors and omissions insurance coverage applicable to the services mentioned in this Agreement.

11. Integration. This Agreement constitutes the entire Agreement between HLG and Client with respect to this matter.

12. Arbitration of Disputes. If any dispute arises between Client and HLG regarding services or billings or any other matter relating to the provisions or duties under this Agreement, such dispute shall be submitted to binding arbitration. Fee disputes shall be arbitrated according to the guidelines and standards adopted by the State Bar of California, if any, then in effect. Any other dispute shall be arbitrated according to the arbitration rules of the Orange County Bar Association, if any, then in effect; and if there are no such rules in effect then in accordance with the rules of the American Arbitration Association.

The decision of the arbitrator(s) shall be final and binding. The arbitrator(s) shall have the discretion to order the losing party to reimburse the prevailing party for all costs and fees incurred in connection with the arbitration, including attorneys' fees and the arbitrators' fees.

13. Fees and Costs to Enforce Agreement. In the event attorneys' fees and related costs are incurred to enforce this agreement or to resolve a dispute under this agreement, the

prevailing party shall be entitled to recover, in addition to damages allowed by law, reasonable attorneys' fees and costs.

14. Right to Consult Independent Counsel. HLG advises that Client has the right to consult independent counsel in connection with its decision to enter into this Agreement and recommends that it do so.

Dated: \_\_\_\_\_, 2013

Harbottle Law Group

By: \_\_\_\_\_  
S. Daniel Harbottle, Director

I have read and understood the foregoing terms and agree to them.

Dated: \_\_\_\_\_, 2013

By: \_\_\_\_\_  
Clark D. Hampton  
Deputy Superintendent  
Capistrano Unified School District

TABULATION SHOWING PRE-HARBOTTLE LAW GROUP VS. CURRENT/PROPOSED  
HOURLY RATES THROUGH JUNE 30, 2014

Title	Pre-May 2009 Hourly Rate	Current/Proposed Hourly Rate
Partner	Approx. \$235/hour	\$195/hour
Associate	Approx. \$235/hour	\$190/hour
Paralegal	Approx. \$125/hour	\$95/hour







**PROFESSIONAL SERVICES AGREEMENT**

This Agreement for Professional Services ("**Agreement**") is effective as of June 27, 2013 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

**BETTY ANN MOLTER**

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$20,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing July 1, 2013 to June 30, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

By: \_\_\_\_\_

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: \_\_\_\_\_

**CONSULTANT**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

FEIN/SSN \_\_\_\_\_



**PROFESSIONAL SERVICES AGREEMENT**

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**BETTY ANN MOLTER**

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

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

NOW, THEREFORE, the Parties agree as follows:

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Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$20,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

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

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

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

**DISTRICT**

By: \_\_\_\_\_

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: \_\_\_\_\_

**CONSULTANT**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Email Address: \_\_\_\_\_

FEIN/SSN \_\_\_\_\_



### PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of June 27, 2013 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

#### BETTY ANN MOLTER

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$20,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

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

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

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

**DISTRICT**

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

**CONSULTANT**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_  
FEIN/SSN \_\_\_\_\_

Exhibit A

**Fee Schedule**

Betty Ann Molter  
19389 Live Oak Canyon Road  
Trabuco Canyon, CA 92679  
(949)751-9369  
[Betty@moltercounseling.com](mailto:Betty@moltercounseling.com)

Description of services to be provided by consultant:

1. As indicated by student's IEP, provide individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: \$100.00

---

Betty Ann Molter

---

Date

## SPECIAL CONDITIONS

### Scope of Practice and Release of Assessment Documentation

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_





**MASTER CONTRACT AGREEMENT \***

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 27, 2013, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

**DEVEREUX ARIZONA**

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

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

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

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

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

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

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

Master Contract     Special Conditions     Required Documents and Certifications     Purchase Order(s)

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

**"DISTRICT"**

**"CONTRACTOR"**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Terry Fluent

Name: \_\_\_\_\_

Title: Director, Purchasing

Title: \_\_\_\_\_

Board Approval Date:

Email address \_\_\_\_\_

FEIN/SSN \_\_\_\_\_



**EXHIBIT A: RATES**

<b>CONTRACTOR</b>	<u>Devereux Arizona</u>	<b>CONTRACTOR NUMBER</b>	<u>77-76422-0119917</u>	<b>2013-2014</b>
<b>(NONPUBLIC SCHOOL OR AGENCY)</b>		<b>(CONTRACT YEAR)</b>		
<b>Per CDE Certification, total enrollment may not exceed</b>		<b>5 Classrooms</b>	If blank, the number shall be as determine by CDE Certification.	

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

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

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	\$125.86	Daily
Basic Education Program/Dual Enrollment		

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

**B. Related Services**

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per Diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4-7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
	a. Behavior Intervention	_____	_____
	b. Behavior Intervention-Supervision	_____	_____
	Provided by: _____	_____	_____
(9)	Nursing Services	_____	_____
(10)	Residential Board and Care	\$223.30	Daily
(11)	Residential Mental Health Services	\$110.64	Daily

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

\*\*By credentialed Special Education Teacher.



**MASTER CONTRACT AGREEMENT \***

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 27, 2013, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

**OCEAN VIEW SCHOOL**

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

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

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

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

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

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

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

Master Contract     Special Conditions     Required Documents and Certifications     Purchase Order(s)

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

**"DISTRICT"**

**"CONTRACTOR"**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Terry Fluent

Name: \_\_\_\_\_

Title: Director, Purchasing

Title: \_\_\_\_\_

Board Approval Date:

Email address \_\_\_\_\_

FEIN/SSN \_\_\_\_\_

**EXHIBIT A: RATES**

**CONTRACTOR** Ocean View School **CONTRACTOR** 30-73635-7098866 **2013-2014**  
**(NONPUBLIC SCHOOL OR AGENCY)** **NUMBER** **(CONTRACT YEAR)**

**Per CDE Certification, total enrollment may not exceed** 2 Classrooms **If blank, the number shall be as determine by CDE Certification.**

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

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

Rate	Period
\$152.00	Daily

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

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

**B. Related Services**

(1) a. Transportation – Round Trip	\$60.00	Daily
b. Transportation – One Way		
c. Transportation – Dual Enrollment		
d. Public Transportation		
e. Parent*		
(2) a. Counseling and Guidance Services	\$120.00	Per hour
b. Educational Counseling – Group of _____		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Development & Remediation	\$120.00	Per hour
b. Language and Speech Therapy – Group of 2		
c. Language and Speech Therapy – Group of 3		
d. Language and Speech Therapy – Per Diem		
e. Language and Speech – Consultation Rate		
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$110.00	Daily
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual		
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4-7		
e. Occupational Therapy – Consultation Rate		
(8) Physical Therapy		
a. Behavior Intervention		
b. Behavior Intervention-Supervision		
Provided by: _____		
(9) Psychological Services other than assessment and IEP development		
(10) Residential Board and Care		
(11) Residential Mental Health Services		

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

\*\*By credentialed Special Education Teacher.

**EXTENSION NO. 1 OF AGREEMENT NO. PSA 1112117**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**DR. PERRY DAVID PASSARO**

Professional Services Agreement PSA 1112117 called for an original contract period of May 1, 2012 through June 30, 2013.

The agreement with Perry David Passaro shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$5,000.

Except as set forth in this Extension Agreement, and Board approved on May 23, 2012, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Dr. Perry David Passaro**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent \_\_\_\_\_

\_\_\_\_\_   
Print Name

Director, Purchasing \_\_\_\_\_

\_\_\_\_\_   
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## ASSESSMENT FEE SCHEDULE

**Psycho educational Assessment..... \$2900.00**

***Independent Educational Evaluation***

Includes diagnostic interview, psychological testing, record review, and written report with conclusions and recommendations.

A school and or home visit site visit if needed is billed at an additional \$250 per hour in quarter hour increments. Any travel time will be billed at \$250/hour in one quarter hour increments.

**Attendance at Individual Educational Plan meetings..... \$250/hour**

Additional billing will be for preparation, record review, consultations, travel time, waiting time and attendance at the meeting.

**Psycho educational Assessment Estimated Cost with visitation and IEP attendance..... \$3900.00**

**Attendance at legal or administrative hearings/meetings..... \$300/hour**

Billing will be for preparation, record review, consultations, travel time, waiting time and attendance at the meeting.

**Additional Services . . . . . \$250/hour**

**Psycho educational Assessment @ Prentice School..... \$2500.00**

***Independent Educational Evaluation***

Includes diagnostic interview, psychological testing, record review, and written report with conclusions and recommendations.

**Functional Behavioral Assessment/Behavioral Intervention Plan.....\$2,260.00**

Includes diagnostic interview, record review, school and or home visit, written Functional Behavioral Assessment with Behavioral Intervention Plan and attendance at IEP meeting.

**Additional Services . . . . . \$250/hour**

1500 QUAIL STREET  
SUITE 260  
NEWPORT BEACH, CA 92660  
(949) 222-2848 • (949) 863-1148 FAX

ANXIETYANDDEPRESSIONCENTER.COM

DENNIS GREENBERGER, PH.D  
JANINE SCHROTH, PH.D  
PERRY PASSARO, PH.D  
LICENSED PSYCHOLOGISTS



# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES  
JOHN M. ALPAY  
PRESIDENT  
LYNN HATTON  
VICE PRESIDENT  
ANNA BRYSON  
CLERK  
ELLEN M. ADDONIZIO  
AMY HANACEK  
GARY PRITCHARD, PH. D.  
JIM REARDON  
SUPERINTENDENT  
JOSEPH M. FARLEY, ED.D.

May 9, 2013

Sent via e-mail [passaro@anxietyanddepressioncenter.com](mailto:passaro@anxietyanddepressioncenter.com)

Dr. Perry David Passaro  
1500 Quail Street, Suite 260  
Newport Beach, CA 92660

**Subject: Extension of Contract No. PSA 1112117**

Dear Dr. Passaro,

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

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

Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Tuesday, May 14, 2013.

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae  
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF:  
ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO  
RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO



### PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 5/24/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

**DR. PERRY DAVID PASSARO**

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$10,000.00 in aggregate under this Agreement.

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

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

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

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

DISTRICT

CONSULTANT

By:

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

Signature:

Name: Perry Passaro

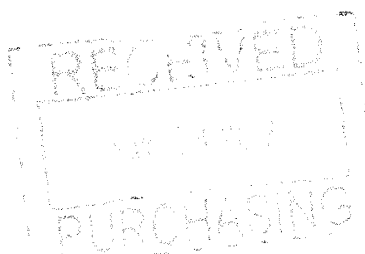
Title: Psychologist

Address: 1500 Quail St, Suite 260

Newport Beach, CA 92660

Email Address: Passaro@anxietyanddepressioncenter.c

FEIN/SSN: 187-44-4161



Professional Services Agreement  
Capistrano Unified School District



**ANXIETY AND DEPRESSION CENTER**

**COGNITIVE BEHAVIOR THERAPY SPECIALISTS**

**ASSESSMENT FEE SCHEDULE**

**Psycho educational Assessment..... \$2750.00**

***Independent Educational Evaluation***

Includes diagnostic interview, psychological testing, record review, and written report with conclusions and recommendations.

A school and or home visit site visit if needed is billed at an additional \$250 per hour in quarter hour increments. Any travel time will be billed at \$250/hour in one quarter hour increments.

**Attendance at Individual Educational Plan meetings..... \$250/hour**

Additional billing will be for preparation, record review, consultations, travel time, waiting time and attendance at the meeting.

**Psycho educational Assessment Estimated Cost with visitation and IEP attendance..... \$3750.00**

**Attendance at legal or administrative hearings/meetings..... \$300/hour**

Billing will be for preparation, record review, consultations, travel time, waiting time and attendance at the meeting.

**Additional Services . . . . . \$250/hour**

**Functional Behavioral Assessment/Behavioral Intervention Plan.....\$2,260.00**

Includes diagnostic interview, record review, school and or home visit, written Functional Behavioral Assessment with Behavioral Intervention Plan and attendance at IEP meeting.

**Additional Services . . . . . \$250/hour**

By:  \_\_\_\_\_

Date: 5-21-12

1500 QUAIL STREET  
SUITE 260  
NEWPORT BEACH, CA 92660  
(949) 222-2848 • (949) 863-1148 FAX  
ANXIETYANDDEPRESSIONCENTER.COM

DENNIS GREENBERGER, PH.D  
JANINE SCHROTH, PH.D  
PERRY PASSARO, PH.D  
LICENSED PSYCHOLOGISTS



SPECIAL CONDITIONS  
EXHIBIT B

Scope of Practice and Release of Assessment Documentation

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

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

By:  \_\_\_\_\_ Date: 5-21-12

**EXTENSION NO. 1 OF AGREEMENT NO. PSA 1213005**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**DEAFINITELY PROFESSIONAL INTERPRETING SERVICES**

Professional Services Agreement PSA 1213005 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Deafinitely Professional Interpreting Services shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$120,000.

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

**Capistrano Unified School District**

**Deafinitely Professional Interpreting Services**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent \_\_\_\_\_

\_\_\_\_\_   
Print Name

Director, Purchasing \_\_\_\_\_

\_\_\_\_\_   
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**FEE SCHEDULE**

DEAFinitely Professional Interpreting, a  
Division of Goodwill Industries of Orange County  
200 N. Fairview  
Santa Ana, CA 92703  
(714)480-7832

Interpreter services  
\$60.00 per hour

Interpreters will provide Interpreting services for individual students or in DHH  
classroom.  
Interpreting services will be billed at a two (2) hour minimum with the start time based  
on that specific request.

By: \_\_\_\_\_ Date: \_\_\_\_\_



# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES  
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ANNA BRYSON  
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ELLEN M. ADDONIZIO  
  
AMY HANACEK  
  
GARY PRITCHARD, PH. D.  
  
JIM REARDON  
  
SUPERINTENDENT  
JOSEPH M. FARLEY, ED. D.

April 22, 2013

Sent via e-mail [nancy@ocgoodwill.org](mailto:nancy@ocgoodwill.org)

Deafinitely Professional Interpreting Services  
410 N Fairview  
Santa Ana, CA 92703  
Attention: Nancy Quarles

**Subject: Extension of Contract No. PSA 1213005**

Dear Ms. Quarles:

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

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

Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Tuesday, April 30, 2013.

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae  
Buyer/Planner, Purchasing



### PROFESSIONAL SERVICES AGREEMENT

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

#### DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$160,000.00 in aggregate under this Agreement.

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

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

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

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

**DISTRICT**

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

**CONSULTANT**

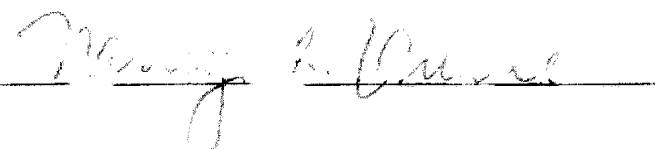
Signature: Nancy G. Gullies  
Name: Nancy Gullies  
Title: Vice President, Human Services  
Address: 410 N Fairview  
Scott Hill CA 92705  
Email Address: nancy.gullies@hscs.org  
FEIN/SSN 95-3110100

**EXHIBIT A**  
**FEE SCHEDULE**

Deafinitely Professional Interpreting, a  
Division of Goodwill Industries of Orange county  
200 n. Fairview  
Santa Ana, CA 92703  
(714) 547-6308 X 357  
(714) 480-7832  
Email: [nancy@ocgoodwill.org](mailto:nancy@ocgoodwill.org)

Interpreter services  
\$60.00 per hour if paid by check

Contractor will invoice district for exact number of hours Interpreting services are provided to student.  
District shall give Contractor 24 hours notice for student absents, if no notice is given to Contract district shall pay Contractor a maximum two (2) hours for arriving at school site where services are requested.

By:  Date: 6.25.12

**SPECIAL  
CONDITIONS**

**Scope of Practice and Release of Assessment Documentation**

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

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

By: Nancy S. Groulx Date: 6-25-12

AMENDMENT TO MASTER CONTRACT AGREEMENT  
NO. PSA 1213005

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINTELY PROFESSIONAL INTERPRETING SERVICES

Professional Services Agreement No. PSA 1213005 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213005 shall be amended to \$162,000 for additional services requested by the District.

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

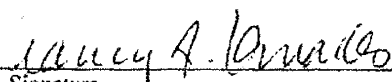
DISTRICT

CONSULTANT

Capistrano Unified School District

Deafinitely Professional  
Interpreting Services

By:   
Signature

By:   
Signature

Terry Fluent

Nancy A. Quarles  
Print Name

Director, Purchasing

V.P. Human Services  
Title

Date: 12/17/12

Date: 11-27-12



AMENDMENT TO MASTER CONTRACT AGREEMENT  
NO 2. PSA 1213005

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

Professional Services Agreement No. PSA 1213005 called for services to be rendered at the rates shown in the agreement.

The fee schedule on Professional Services Agreement No. PSA 1213005 shall be amended to include parent services as requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Deafinitely Professional  
Interpreting Services

By: Terry Fluent  
Signature

By: Nancy J. Guzman  
Signature

Terry Fluent

Nancy J. Guzman  
Print Name

Director, Purchasing

Human Resources  
Title

Date: 4/15/13

Date: 4-4-2013

RECEIVED  
APR 15 2013  
HUMAN RESOURCES

EXHIBIT A  
FEE SCHEDULE

DEAFinitely Professional Interpreting, a  
Division of Goodwill Industries of Orange County  
410 North Fairview Street  
Santa Ana, CA 92703  
714-547-6308 X357  
714-480-7832 (fax)  
Email: [nancy@ocgoodwill.org](mailto:nancy@ocgoodwill.org)

Interpreter Services  
\$60.00 per hour, if paid by check

Contractor will invoice District for exact number of hours Interpreting services are provided for students and for parent services.  
District shall give Contractor 24 hours notice for student absents, if no notice is given to Contractor, the District shall pay Contractor a minimum of two (2) hours up to the entire requested hours the interpreter was scheduled for arriving at school site where services are requested.

By Nancy A. Aguilar Date: 10/01/15

**AMENDMENT TO MASTER CONTRACT AGREEMENT  
NO. 3 PSA 1213005**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**DEAFINITELY PROFESSIONAL INTERPRETING SERVICES**

Professional Services Agreement No. PSA 1213005 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213005 shall be amended to \$222,000 for additional services requested by the District.


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

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Deafinitely Professional  
Interpreting Services**

By:   
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent

\_\_\_\_\_  
Print Name

Director, Purchasing

\_\_\_\_\_  
Title

Date: 6/5/13

Date: \_\_\_\_\_

**EXTENSION NO. 1 OF AGREEMENT NO. PSA 1213003**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**HEAR NOW DBA ABRAMSON AUDIOLOGY**

Professional Services Agreement No. PSA 1213003 called for an original contract period of July 1, 2012, through June 30, 2013.

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

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

**Capistrano Unified School District**

**Hear Now dba Abramson Audiology**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent \_\_\_\_\_

\_\_\_\_\_   
Print Name

Director, Purchasing \_\_\_\_\_

\_\_\_\_\_   
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

FEE SCHEDULE

Hear Now dba Abramson Audiology  
28985 Golden Lantern, B-105  
Laguna Niguel, CA 92677  
949 495-3327  
949 495-3328

Auditory Processing Evaluations \$485.00  
Audiological Services \$85.00 per hour

By: \_\_\_\_\_ Date: May 23, 2013

Signature: \_\_\_\_\_ Date: May 23, 2013

## SPECIAL CONDITIONS

### Scope of Practice and Release of Assessment Documentation

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

# CAPISTRANO UNIFIED SCHOOL DISTRICT



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

BOARD OF TRUSTEES  
JOHN M. ALPAY  
PRESIDENT  
LYNN HATTON  
VICE PRESIDENT  
ANNA BRYSON  
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ELLEN M. ADDONIZIO  
AMY HANACEK  
GARY PRITCHARD, PH. D.  
JIM REARDON  
SUPERINTENDENT  
JOSEPH M. FARLEY, ED. D.

April 22, 2013

Sent via e-mail [Abramson@cox.net](mailto:Abramson@cox.net)

Hear Now DBA Abramson Audiology  
28985 Golden Lantern, Suite B105  
Laguna Niguel, CA 92677  
Attention: Maria Abramson

**Subject: Extension of Contract No. PSA 1213003**

Dear Ms. Abramson:

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

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


Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Tuesday, April 30, 2013.

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

  
Donna Antifae  
Buyer/Planner, Purchasing



### PROFESSIONAL SERVICES AGREEMENT

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

#### HEAR NOW DBA ABRAMSON AUDIOLOGY

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

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

DISTRICT

CONSULTANT

By: Terry Fluett  
Name: Terry Fluett  
Title: Director, Purchasing  
Board Approval Date: 7/1/12

Signature: [Handwritten Signature]  
Name: DR. JENNIFER E. FINE  
Title: DOCTOR OF AUDIOLOGY  
Address: 749 S. ...  
City: Bioscience  
Email Address: [Handwritten]  
FEIN/SSN: 57-...

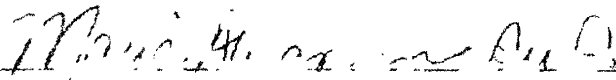


**SPECIAL  
CONDITIONS**

**Scope of Practice and Release of Assessment Documentation**

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

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

By: 

Date: \_\_\_\_\_

**EXHIBIT A**  
**FEE SCHEDULE**

Hear Now dba Abramson Audiology  
28985 Golden Lantern, B-105  
Laguna Niguel, CA 92677  
(949) 495-3327 phone  
(949)495-3328 fax  
Email: abramson@cox.net

Auditory Processing Evaluations \$485.00  
BAT Program \$395.00  
BAT program training \$85.00 per hour

Audiological Services \$85.00 per hour  
Legal Audiological Services \$185.00 per hour

By: maria Abramson Date: 5/20/10

Signature  Date 5/20/10



**EXTENSION NO. 1 OF AGREEMENT NO. PSA 1213004**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**HEAR NOW DBA ABRAMSON AUDIOLOGY**

Professional Services Agreement No. PSA 1213004 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Hear Now dba Abramson Audiology shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$60,000.

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

**Capistrano Unified School District**

**Hear Now dba Abramson Audiology**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent

\_\_\_\_\_

Print Name

Director, Purchasing

\_\_\_\_\_

Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

FEE SCHEDULE

Hear Now dba Abramson Audiology  
28985 Golden Lantern, B-105  
Laguna Niguel, CA 92677  
949 495-3327  
949 495-3328

Auditory Processing Evaluations \$485.00  
Audiological Services \$85.00 per hour

By: \_\_\_\_\_ Date: May 23, 2013

Signature: \_\_\_\_\_ Date: May 23, 2013

# CAPISTRANO UNIFIED SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

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VICE PRESIDENT

ANNA BRYSON  
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT  
JOSEPH M. FARLEY, ED.D.

April 22, 2013

Sent via e-mail [Abramson@cox.net](mailto:Abramson@cox.net)

Hear Now DBA Abramson Audiology  
28985 Golden Lantern, Suite B105  
Laguna Niguel, CA 92677  
Attention: Maria Abramson

**Subject: Extension of Contract No. PSA 1213004**

Dear Ms. Abramson:

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

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

Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Tuesday, April 30, 2013.

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

A handwritten signature in cursive script that reads "Donna Antifae".

Donna Antifae  
Buyer/Planner, Purchasing



**PROFESSIONAL SERVICES AGREEMENT**

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

**HEAR NOW DBA ABRAMSON AUDIOLOGY**

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$60,000.00 in aggregate under this Agreement.

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

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

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

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

**DISTRICT**

**CONSULTANT**

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

Signature: [Handwritten Signature]  
Name: Debra L. ...  
Title: Director of ...  
Address: 7090 E ...  
San Juan Capistrano, CA 92675  
Email Add: debra@...@ca.gov  
FEIN/SSN: 57-1135777

**SPECIAL  
CONDITIONS**

Scope of Practice and Release of Assessment Documentation

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

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

By: Maria Abramson

Date: 5/17/10



**EXHIBIT A**  
**FEE SCHEDULE**

Hear Now dba Abramson Audiology  
28985 Golden Lantern, B-105  
Laguna Niguel, CA 92677  
(949) 495-3327 phone  
(949)495-3328 fax  
Email: abramson@cox.net

Auditory Processing Evaluations \$485.00  
BAT Program \$395.00  
BAT program training \$85.00 per hour

Audiological Services \$85.00 per hour  
Legal Audiological Services \$185.00 per hour

By: maria Abramson Date: 5/20/10

Signature  Date 5/20/10

**EXTENSION NO. 1 OF AGREEMENT NO. PSA 1213036**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**GOODWILL INDUSTRIES OF ORANGE COUNTY (ATEC)**

Professional Services Agreement PSA 1213036 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Goodwill Industries of Orange County (ATEC) shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$2,000.

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

**Capistrano Unified School District**

**Goodwill Industries of Orange County  
(ATEC)**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent \_\_\_\_\_

\_\_\_\_\_

Print Name

Director, Purchasing \_\_\_\_\_

\_\_\_\_\_

Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**FEE SCHEDULE**

Goodwill Industries of Orange County (ATEC)  
410 North Fairview  
Santa Ana, CA 92703  
(714)547-6301

Assistive Technology Services  
Assessments – nine hour minimum  
\$95.00 per hour; plus  
Travel time \$25.00 per hour; and  
Mileage at current IRS district approved rate.

By: Nancy Date: 5-29-12

Nancy A. Grady 5-23-2013

# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES

JOHN M. ALPAY  
PRESIDENT

LYNN HATTON  
VICE PRESIDENT

ANNA BRYSON  
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT  
JOSEPH M. FARLEY, ED. D.

April 22, 2013

Sent via e-mail [nancy@ocgoodwill.org](mailto:nancy@ocgoodwill.org)

Goodwill Industries of Orange County (ATEC)  
410 N. Fairview  
Santa Ana, CA 92703  
Attention: Nancy Quarles

**Subject: Extension of Contract No. PSA 1213036**

Dear Ms. Quarles:

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

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

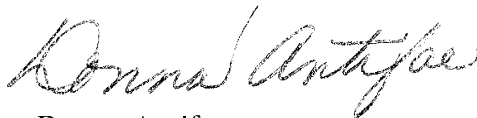
Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Tuesday, April 30, 2013.

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,



Donna Antifae  
Buyer/Planner, Purchasing



### PROFESSIONAL SERVICES AGREEMENT

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

#### GOODWILL INDUSTRIES OF ORANGE COUNTY (ATEC)

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$4,000.00 in aggregate under this Agreement.

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

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

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

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

**DISTRICT**

**CONSULTANT**

By: Terry Fluent  
Name: Terry Fluent  
Title: Director, Purchasing  
Board Approval Date: 6.11.12

Signature: Nancy A. Curiale  
Name: Nancy Curiale  
Title: Vice President of Human Resource  
Address: 410 N. Fairview  
Santa Ana, CA 92703  
Email Address: nancyc@goodwill.org  
FEIN/SSN: 95-11447018

1

**EXHIBIT A**

**FEE SCHEDULE**

Goodwill Industries of Orange County (ATEC)  
410 North Fairview  
Santa Ana, CA 92703  
(714)547-6301

Assistive Technology Services  
Assessments – nine hour minimum  
\$95.00 per hour; plus  
Travel time \$25.00 per hour; and  
Mileage at current IRS district approved rate.

By: Nancy A. Criss Date: 5-29-11

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

By: Wanda A. Gmors Date: 5-19-2012

**EXTENSION NO. 1 OF AGREEMENT NO. PSA 1213089**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**CAROL SHACK-LAPPIN**

Professional Services Agreement PSA 1213089 called for an original contract period of August 20, 2012, through June 30, 2013.

The agreement with Carol Shack-Lappin shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$50,000.

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

**Capistrano Unified School District**

**Carol Shack-Lappin**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent

\_\_\_\_\_  
Print Name

Director, Purchasing

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT A

### FEE SCHEDULE


Carol Shack-Lappin, LCSW  
22362 Gilberto, Suite 205  
Rancho Santa Margarita, CA 92688  
(949)633-1984  
shacklappin@aol.com

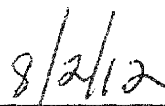
Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide individual or parent counseling with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.
6. As requested by staff, consult with school or district staff on, and/or conduct mental health evaluations.
7. As requested consult with district staff on residential searches.

Term of Contract: July 14, 2012 - June 30, 2013

Hourly Rate: \$75.00

  
\_\_\_\_\_  
Carol Shack-Lappin, LCSW

  
\_\_\_\_\_  
Date

# CAPISTRANO UNIFIED SCHOOL DISTRICT



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

## BOARD OF TRUSTEES

JOHN M. ALPAY  
PRESIDENT

LYNN HATTON  
VICE PRESIDENT

ANNA BRYSON  
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT  
JOSEPH M. FARLEY, ED. D.

May 22, 2013

Sent via e-mail [shacklappin@aol.com](mailto:shacklappin@aol.com)

Carol Shack-Lappin  
22362 Gilberto, Suite 205  
Rancho Santa Margarita, CA 92688

**Subject: Extension of Contract No. ICA 1213089**

Dear Ms. Shack-Lappin:

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

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

Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Tuesday, May 30, 2013.

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

A handwritten signature in cursive script that reads "Donna Antifae".

Donna Antifae  
Buyer/Planner, Purchasing



### PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of July 10, 2012, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

#### CAROL SHACK-LAPPIN

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$60,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 8/20/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONSULTANT

By: T. Attent  
Name: Terry Fluent  
Title: Director, Purchasing  
Board Approval Date: 7/9/12

Signature: Carol Shack-Lappin  
Name: Carol Shack-Lappin  
Title: Licensed Clinical Social Worker  
Address: 22362 Gilberto, Ste #205  
RSM, CA 92688  
Email Address: cshacklappin  
FEIN/SSN 560-68-3830

EXHIBIT A

FEE SCHEDULE


Carol Shack-Lappin, LCSW  
22362 Gilberto, Suite 205  
Rancho Santa Margarita, CA 92688  
(949)633-1984  
shacklappin@aol.com

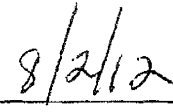
Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide individual or parent counseling with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.
6. As requested by staff, consult with school or district staff on, and/or conduct mental health evaluations.
7. As requested consult with district staff on residential searches.

Term of Contract: July 14, 2012 - June 30, 2013

Hourly Rate: \$75.00

  
\_\_\_\_\_  
Carol Shack-Lappin, LCSW

  
\_\_\_\_\_  
Date



**EXTENSION NO. 1 OF AGREEMENT NO. ICA 1213168**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**KAREN MILLER**

Independent Contractor Agreement No. ICA 1213168 called for an original contract period of January 8, 2013, through June 30, 2013.

The agreement with Karen Miller shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$15,000.

Except as set forth in this Extension Agreement, and Board approved on January 7, 2013, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Karen Miller**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent \_\_\_\_\_

\_\_\_\_\_

Print Name

Director, Purchasing \_\_\_\_\_

\_\_\_\_\_

Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
FEE SCHEDULE

Karen Miller  
27317 Via Capri  
San Juan Capistrano, CA 92675  
(949)285 0047  
[candymiller@cox.net](mailto:candymiller@cox.net)

Special Education Consultant

Daily rate of \$500.00 per day.

*Karen Miller*

*5/27/13*



# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

**BOARD OF TRUSTEES**

JOHN M. ALPAY  
PRESIDENT

LYNN HATTON  
VICE PRESIDENT

ANNA BRYSON  
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

**SUPERINTENDENT**  
JOSEPH M. FARLEY, ED. D.

April 22, 2013

Sent via e-mail [candymiller@cox.net](mailto:candymiller@cox.net)

Karen Miller  
27317 Via Capri  
San Juan Capistrano, CA 92675

**Subject: Extension of Contract No. ICA 1213168**

Dear Mr. Miller:

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

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

Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Tuesday, April 30, 2013.

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae  
Buyer/Planner, Purchasing





### INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 1-08-13, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

#### KAREN MILLER

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$10,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 1/08/13-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

#### DISTRICT

By: Terry Fluent  
Name: Terry Fluent  
Title: Director, Purchasing  
Board Approval Date: 1/7/13

#### CONTRACTOR

Signature: Karen Miller  
Name: Karen Miller  
Title: Contractor  
Address: 27317 N. ... 92672  
Email Address: karen.miller@capistrano.edu  
FEIN/SSN: 507-24-31103

EXHIBIT A  
FEE SCHEDULE

Karen Miller  
27317 Via Capri  
San Juan Capistrano, CA 92675  
(949)285-0047  
candymiller@cox.net

Special Education Consultant

Daily rate of \$500.00 per day.

By: \_\_\_\_\_ Date: \_\_\_\_\_



**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
NO. PSA 1213184**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**DAYLE MCINTOSH DISABILITY RESOURCE CENTER**

Professional Services Agreement No. PSA 1213184 called for services to be rendered at the rates shown in the agreement.

The contract with Dayle McIntosh Disability Resource Center, shall be amended to reflect the new fee schedule as shown in Exhibit A to this amendment effective July 1, 2013.

Except as set forth in this Amendment, and Board approved on March 13, 2013 all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Dayle McIntosh Disability Resource  
Center**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent \_\_\_\_\_

\_\_\_\_\_

Print Name

Director, Purchasing \_\_\_\_\_

\_\_\_\_\_

Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**FEE SCHEDULE**

Dayle McIntosh  
Disability Resource Center  
13272 Garden Grove Blvd.  
Garden Grove, CA 92843  
(714)621-3300  
(714)663-2094 FAX

School Interpreter services  
\$64.00 per hour

Interpreters will provide Interpreting services for individual students or in DHH  
classroom.  
Interpreting services will be billed at a two (2) hour minimum with the start time based  
on that specific request.

By: \_\_\_\_\_ Date: \_\_\_\_\_



**PROFESSIONAL SERVICES AGREEMENT**

This Agreement for Professional Services ("Agreement") is effective as of 2/22/13 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

**DAYLE MCINTOSH DISABILITY RESOURCE CENTER**

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$10,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 2/22/13-2/21/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

By: Terry Fluent  
Name: Terry Fluent  
Title: Director, Purchasing  
Board Approval Date: 2/13/13

**CONSULTANT**

Signature: Dolores Kollmer  
Name: Dolores Kollmer  
Title: Executive Director  
Address: 13272 Garden Grove Blvd.  
Garden Grove, CA 92843  
Email Address: dkollmer@dayleinc.org  
FEIN/SSN: 95-3313707-PTN

## SPECIAL CONDITIONS

### Scope of Practice and Release of Assessment Documentation

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

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

By: \_\_\_\_\_

*Robert Kellman*

Date: \_\_\_\_\_

*3-12-2013*

**EXHIBIT A**

**FEE SCHEDULE**

Dayle McIntosh  
Disability Resource Center  
13272 Garden Grove Blvd.  
Garden Grove, CA 92843  
(714)621-3300  
(714)663-2094 FAX

School Interpreter services  
\$64.00 per hour

Interpreters will provide Interpreting services for individual students or in DHH  
classroom.

By: Dolores Kellman Date: 3-12-13





**AMENDMENT NO. 5 TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1213052**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**WESTGROUP MANAGEMENT, INCORPORATED**

Independent Contractor Agreement No. ICA 1213052 called for services to be rendered at the amended contract term commencing June 1, 2012, through June 30, 2013.

The contract with Westgroup Management, Inc. shall be amended to increase the not to exceed amount to \$205,000 for additional services and extended until July 31, 2013, as needed by the District. This amount may be increased by mutual agreement of both parties by written agreement.

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

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Westgroup Management, Inc.**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent \_\_\_\_\_

\_\_\_\_\_

Print Name

Director, Purchasing \_\_\_\_\_

\_\_\_\_\_

Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CAPISTRANO  
UNIFIED SCHOOL DISTRICT

**INDEPENDENT CONTRACTOR AGREEMENT**

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

**WESTGROUP MANAGEMENT INC.**

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$25,000.00 in aggregate under this Agreement.

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

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

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

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

**DISTRICT**

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

**CONTRACTOR**

Signature: Timothy D. Hbleomb  
Name: Timothy D. Hbleomb  
Title: Principal  
Address: 19520 Jamboree Road #400  
Irving, CA. 92612.  
Email Address: tim@westgroupdesigns.com  
FEIN/SSN: 20-0491451

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1213052

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

WESTGROUP MANAGEMENT, INC.

Independent Contractor Agreement No. ICA 1213052 called for services to be rendered commencing July 1, 2012 through June 30, 2013.

The contract with Westgroup Management, Inc. shall be amended to reflect the new contract start date of June 1, 2012.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Westgroup Management, Inc.

By:

Signature

Terry Fluent

Director, Purchasing

Date:

11

By:

Signature

Timothy D. Holcomb  
Print Name

Principal.  
Title

Date:

3 JULY 12

AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1213052

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

WESTGROUP MANAGEMENT, INC.

Independent Contractor Agreement No. ICA 1213052 called for services to be rendered at the amended contract term commencing June 1, 2012 through June 30, 2013.

The contract with Westgroup Management, Inc. shall be amended to increase the not to exceed amount to \$75,000 for additional services as needed by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Westgroup Management, Inc.

By:

Signature

By:

Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date:

Date:

AMENDMENT NO. 3 TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1213052

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

WESTGROUP MANAGEMENT, INC.

Independent Contractor Agreement No. ICA 1213052 called for services to be rendered at the amended contract term commencing June 1, 2012 through June 30, 2013.

The contract with Westgroup Management, Inc. shall be amended to increase the not to exceed amount to \$125,000 for additional services as needed by the District. This amount may be increased by mutual agreement of both parties by written agreement.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Westgroup Management, Inc.

By:

Signature

Terry Fluent

Director, Purchasing

Date: 11

By:

Signature

Timothy S. Fbleam  
Print Name

Principal  
Title

Date: 17 DEC 2012

AMENDMENT NO. 4 TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1213052

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

WESTGROUP MANAGEMENT, INC.

Independent Contractor Agreement No. ICA 1213052 called for services to be rendered at the amended contract term commencing June 1, 2012 through June 30, 2013.

The contract with Westgroup Management, Inc. shall be amended to increase the not to exceed amount to \$190,000 for additional services as needed by the District. This amount may be increased by mutual agreement of both parties by written agreement.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Westgroup Management, Inc.

By: \_\_\_\_\_

Signature

Terry Fluent

Director, Purchasing

Date: \_\_\_\_\_

3-14-13

By: \_\_\_\_\_

Signature

Print Name

Title

Date: \_\_\_\_\_

7 MAR 2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**RESOLUTION NO. 1213-51**

**EDUCATION PROTECTION ACT**

*WHEREAS*, the voters approved Proposition 30 on November 6, 2012;

*WHEREAS*, Proposition 30 added Article XIII, §36 to the California Constitution effective November 7, 2012;

*WHEREAS*, the provisions of Article XIII, §36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, §36(f);

*WHEREAS*, before June 30<sup>th</sup> of each year, the Executive Director of Fiscal Services shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, §36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

*WHEREAS*, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

*WHEREAS*, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools, and community college districts;

*WHEREAS*, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor, or any agency of state government;

*WHEREAS*, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

*WHEREAS*, the Capistrano Unified School District Board of Trustees shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the Board of Trustees;

*WHEREAS*, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;



*WHEREAS*, each community college district, county office of education, school district, and charter school shall annually publish on its website an accounting of how much money was received from the Education Protection Account and how that money was spent;

*WHEREAS*, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts, and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, §36 of the California Constitution;

*WHEREAS*, expenses incurred by community college districts, county offices of education, school districts, and charter schools to comply with the additional audit requirements of Article XIII, §36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, §36.

*NOW THEREFORE BE IT RESOLVED:*

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, §36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Capistrano Unified Board of Trustees;

2. In compliance with Article XIII, §36(e), with the California Constitution, the Capistrano Unified Board of Trustees has determined to spend the monies received from the Education Protection Act as attached.

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 on the 26th day of June 2013, by a roll call vote.

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Anna Bryson  
Clerk of the Board of Trustees

---

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

2012-13 Education Protection Account  
Program by Resource Report  
Expenditures by Function - Detail

Expenditures through: June 30, 2014  
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	33,640,000.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
<b>TOTAL AVAILABLE</b>		<b>33,640,000.00</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
<b>(Objects 1000-7999)</b>		
Instruction	1000-1999	33,640,000.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>33,640,000.00</b>
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		<b>0.00</b>

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

June 26, 2013

**USE OF FACILITIES LEASE AGREEMENT FOR 2013-2014  
COMMUNITY ROOTS ACADEMY**

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**BACKGROUND INFORMATION**

On November 1, 2012, the District received Community Roots Academy's Request for Proposition 39 Facilities for the 2013-2014 school year. The District is obligated under Proposition 39, Education Code §47614, and California Code of Regulations Title 5 §§11969.1 – 11969.11, to provide certain facilities to charter schools to house in-district students. Community Roots Academy is currently chartered by the District and is leasing facility space at the Wood Canyon Elementary School campus. Community Roots Academy is in favor of this lease arrangement and would like to continue this arrangement in 2013-2014.

**CURRENT CONSIDERATIONS**

Community Roots Academy has agreed to waive the formal Proposition 39 process, and instead work with the District to reach a mutually agreeable space plan for the 2013-2014 school year. The space allocation plan that meets Community Roots Academy's needs includes 16 classrooms. Sufficient space exists on the Wood Canyon Elementary School campus. The District will also provide custodial services to Community Roots Academy's classrooms at a cost factored into the lease rate.

The agreement highlights are as follows:

Term	1 Year	July 1, 2013 – June 30, 2014
Space	16 Classrooms	15,360 Square Feet
Lease Rate	\$0.70 per sq. ft. per month	\$129,024.00 annual rent
Utilities	Pro-Rata Share	\$24,614.82 annual utilities

**FINANCIAL IMPLICATIONS**

The proposed lease will provide a contribution to the District's general fund of \$153,638.82 for the 2013-2014 school year.

**STAFF RECOMMENDATION**

It is recommended the Board approve the 2013-2014 Use of Facilities Lease Agreement with Community Roots Academy.

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
COMMUNITY ROOTS CHARTER SCHOOL AGREEMENT 2013-2014  
FOR USE OF FACILITIES AT WOOD CANYON ELEMENTARY SCHOOL**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter referred to as "CUSD"), and the COMMUNITY ROOTS ACADEMY, a non-profit public benefit corporation (hereinafter referred to as CRA). This lease is for the period July 1, 2013 to June 30, 2014.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, INTENDING TO BE LEGALLY BOUND HEREBY, CUSD and Community Roots Charter School (collectively, the "Parties") agree as follows:

1. Grant of Lease to CRA to Use Facilities: CUSD hereby grants to CRA the lease of, and right to enter onto and use portable classrooms at the Wood Canyon Elementary School campus located at 23431 Knollwood, Aliso Viejo, CA 92656 specified in Section 2 below (the "Facilities") to operate its charter school program, and for no other use without the prior written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion. CRA shall be solely responsible for determining the suitability of the Facilities for its intended use and CRA shall fully meet all governmental laws, regulations and rules concerning CRA use of the Facilities.

2. Location of Facilities: The Facilities consist of rooms 3, 4, 10, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 43, 44, and 46, for a total of sixteen (16) classrooms, located near the south end of the Wood Canyon campus. The total area of leased facilities is calculated to be 15,360 square feet (i.e., 16 rooms at 960 square feet each). In addition, CUSD shall make available and CRA shall be permitted nonexclusive use of two restroom facilities, play areas, lunch area, performing arts center, music room, kindergarten playground, shared use of the south portion of the grass field play area (coordinated with the elementary school) and existing parking spaces (together, the "Related Facilities").

3. Utilities and Services: CRA shall pay a fair share of utilities costs at the site, including natural gas, water, sewer, waste disposal and electricity. Cost sharing shall be calculated based upon last years' total utilities costs for the entire school divided by the intended future use of building area by CRA. The lease of 15,360 square feet of space equates to a utilities share of \$24,614.82 per year or \$2,051.23 per month. The monthly fees are in addition to the rental payments described in Section 13 of this Agreement and shall be paid to CUSD, without demand, in advance on or before the first day of each month beginning July 1, 2013 throughout the term of this Agreement.

4. Alterations, Improvements: CRA, at its own expense, shall have the right, upon obtaining the written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion, prior to beginning work, to construct alterations and improvements to the Facilities. If requested by CUSD in writing at least thirty (30) days prior to the termination of this Agreement, CRA agrees to remove any alterations, additions or improvements upon the termination of this Agreement and restore the premises to their prior condition at CRA sole cost and expense.

5. Maintenance of Building: CRA at its sole cost shall maintain the interior and exterior of the Facilities in good repair, including painting of walls and ramps, replacement of broken glass in windows, and prompt removal of graffiti. CUSD will provide custodial services to CRA consistent with Wood Canyon classrooms. CRA may use CUSD maintenance services by mutual consent, to perform the work at cost. CUSD will have responsibility for structural repairs, such as roofing.

6. Maintenance Notification: CUSD shall provide notice to CRA in advance of routine maintenance procedures involving pesticides, herbicides, or other chemicals to Wood Canyon buildings or playgrounds that are in close proximity to the Facilities. The CRA calendar will be provided to CUSD Department of Maintenance and Operations for planning purposes. The M & O department will consider the CRA calendar in scheduling above procedures.

7. As-is Condition of Facilities and Related Facilities: CRA acknowledges that the Facilities and the Related Facilities are being made available to CRA in an "As Is" "Where Is" condition, and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to the Facilities, the Related Facilities or the condition thereof, or any improvement located on the Wood Canyon campus. Entering onto the Wood Canyon campus by CRA shall be at CRA sole risk and CRA acknowledges that it has assumed the risk of entry upon the Wood Canyon campus for CRA person, invitees, users, guests, clients, contractors and property, and shall conclusively establish that the Facilities and Related Facilities at Wood Canyon are in satisfactory condition for CRA activities.

8. Furniture and Equipment: CRA shall be permitted to continue to utilize the current furniture located in the Facilities. As the Facilities are being accepted by CRA in an "As Is" and "Where Is" condition and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to such furniture, CRA shall provide any additional furniture and equipment required for operation of its program. All furniture used by CRA will meet state legal requirements.

9. Student Safety: CRA students, staff and visitors will comply with all applicable laws, regulations and procedures concerning or related to CRA use of the Facilities and Related Facilities, including, but not limited to, CUSD and Wood Canyon emergency procedures, safety and supervision policies and procedures while on school grounds.

10. Operating Schedule: The education program to be operated on CUSD property by CRA will operate on a schedule that will minimize traffic congestion at the beginning and end of the school day.

11. Independent Contractor: CRA shall be an independent contractor under this agreement, and at no time shall CRA represent itself to be an agent of CUSD.

12. Right of Entry by CUSD: CUSD shall have the right, at reasonable times, to enter the Facilities for the purpose of inspecting them. Reasonable courtesy notice to the Administrator of CRA shall be provided except in case of emergency. The right and authority hereby reserved in this paragraph does not impose any responsibility or liability for

any acts, omissions or negligence of CRA, CRA staff, guests, clients, and contractors on said Facilities.

13. Rental Payments charged to CRA by CUSD: CRA shall pay CUSD rental payments ("Rental Payments") for the lease of the Facilities calculated at \$0.70 per square foot of 15,360 leased building space for a total of \$129,024 for one year or \$10,752 per month for twelve months for the Facilities. Payment shall be made to CUSD, without demand, in advance on or before the first day of each month beginning July 1, 2013 throughout the term of this Agreement.

14. Term of Agreement: This Agreement shall be from July 1, 2013, through June 30, 2014, or until another agreement is entered into by the Parties that supersedes this Agreement with the understanding that all insurance liability requirements will be fulfilled by July 1, 2013. Either party may terminate this Agreement for an "Event of Default", as defined below, by giving thirty (30) days prior written notice specifying the effective termination date. An Event of Default is defined as any material default under this Agreement and may include, but is not limited to, failure for any reason of either party to fulfill in a timely manner its obligations under the Agreement.

15. Compliance with the Law: CRA shall comply with the requirements of all applicable municipal, state, and federal statutes, ordinances, rules, orders, regulations and laws in effect or which may hereafter be in effect during the term of the Agreement pertaining to the operation of an education program and the use and occupancy of the program facilities. CRA shall not commit or suffer to be committed on said premises any nuisance or other act which may disturb the quiet enjoyment of adjoining property owners or occupants.

16. Indemnity: CRA agrees to defend and hold CUSD and its officers, officials, agents and employees harmless from any claim or action or liability for injury, wrongful death, or property damage sustained by any person arising out of the use of the premises by CRA, or arising out of any act or omission by CRA, its employees, agents, volunteers, and contractors, including failure of CRA to keep the premises in good condition and repaired as provided in the Agreement. The obligations of CRA under this paragraph 16 shall survive the termination or expiration of this Agreement with respect to any claims or liability arising prior to such termination or expiration.

Notwithstanding the foregoing or any other provision of the Agreement, the obligations of CRA to indemnify and hold harmless CUSD and its officers, officials, agents and employees shall not extend to any claim, loss, damage, liability, cost or expense arising out of the gross negligent or willful misconduct of CUSD, any of their respective officers, officials, agents or employees or other parties.

17. Liability Insurance: CRA shall provide and shall maintain in force, during the term of this Agreement, comprehensive personal injury and property damage liability insurance, with minimum personal injury liability limits of \$1,000,000 per person and \$2,000,000 per occurrence. The policy or policies of liability insurance shall name CUSD (CAPISTRANO UNIFIED SCHOOL DISTRICT), its officers, agents, and employees as additional insured under the terms of such policy or policies. Further, such policy shall not be cancelled without thirty (30) days prior written notice to CUSD.

18. Workers Compensation and other Employee Insurance: CRA shall provide workers' compensation insurance, unemployment insurance, and disability insurance for all its employees, as required by law, and shall provide employer's liability insurance coverage with limits of no less than \$1,000,000 per accident for bodily injury or disease.

19. Insurance Primary: CRA's insurance coverage shall be primary insurance as respects CUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CUSD, its officers, officials, employees, or volunteers shall be excess of CRA's insurance and shall not contribute to it. Each insurance policy required herein shall contain, or be endorsed to contain, a waiver of all rights of subrogation against CUSD.

20. Certificates of Insurance: Current certificates for all types of insurance and an additional insured endorsement for the liability coverage shall be on file with CUSD before the opening of school indicating the name of the carrier, the policy number and the expiration date. Such Certificates of Insurance shall not be cancelled without thirty (30) days prior written notice to CUSD. Renewal certificates shall be provided by CRA to CUSD at least fifteen (15) days before the expiration of such policies.

21. Insurance Deductibles: Any deductibles or self-insured retentions must be declared to, and approved by, CUSD. At the option of CUSD, either: CRA shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects CUSD, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to CUSD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

22. Assignment and Sublease: Neither this Agreement nor any interest therein, whether legal or equitable, shall be assigned, subleased, transferred, alienated, pledged, or hypothesized, voluntarily or by operation of law by CRA without the prior written consent of CUSD, which consent may be withheld in its sole and absolute discretion. Any such assignment, sublease, transfer, alienation, pledge, or hypothecation shall be void and shall, at CUSD's option, terminate this Agreement.

23. Exemption of CUSD from Liability: CUSD shall not be liable for any damage or injury to the person, business (including loss of business profits or loss of income derived from CRA business or for damage to the improvements, trade fixtures, contents or other property of CRA), CRA employees, invitees, or any other person in or about the Facilities and the Related Facilities, whether such damage or injury is caused by or results from : (a) fire, steam, electricity, water, gas or rain; (b) breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; or (c) conditions arising in or about the Facilities or elsewhere, except to the extent that such damage or injury results from CUSD's gross negligence or willful misconduct or the gross negligence or willful misconduct of its officers, officials, agents and employees . CUSD shall have no liability for consequential or special damages.

24. Hazardous Substance: The term "Hazardous Substance" as used in this Agreement shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the

Facilities; (ii) regulated or monitored by any government authority, or (iii) a basis for potential liability of CUSD to any governmental agency or third party under any applicable statute or common law theory. If CRA knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Facilities, CRA shall immediately give written notice of such fact to CUSD, and provide CUSD with a copy of any report, notice, claim, or other documentation which it has concerning the presence of such Hazardous Substances. CRA shall not cause or permit any Hazardous Substances to be spilled or released in, on, under, or about the Facilities and shall promptly, at CRA expense, comply with all requirements, laws, ordinances, regulations, or orders having to do with the public safety, welfare, the environment, or any other matters, as such may be promulgated by any federal, state, or local governmental body or agency and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security, and/or monitoring of the Facilities or neighboring properties, that was caused or materially contributed to by CRA, or pertaining to or involving any Hazardous Substance brought onto the Facilities during the term of this Agreement by any agent of CRA. CRA shall indemnify, defend and hold CUSD, its agents, employees, and lenders, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Facilities by or for CRA, or any agent of CRA. CRA obligations shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or caused by CRA, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Agreement.

25. Amendments: This Agreement may only be amended by the mutual written consent of the parties hereto. No oral understanding or agreement not incorporated in this contract shall be binding on either party.

26. Applicable Law: This Agreement shall be governed by the laws of the State of California.

27. Complete and Exclusive Statement: This Agreement is the complete and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

28. Severability: If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.”

29. Applicable Law: This agreement shall be governed by the laws of the State of California.

30. Contact Person: Each party to this Agreement shall name one individual to be the representative contact person for matters related to this Agreement. At the date of this agreement, the addresses of the Parties are as follows:



Community Roots Academy Administrator	Capistrano Unified School District Joseph M. Farley, Superintendent 33122 Valle Road San Juan Capistrano, California 92675
--	---

31. Exhibits: All Exhibits attached hereto or referenced herein are incorporated into the Agreement by reference.

32. Headings: The headings of the paragraphs or sections of this Agreement are for convenience of reference only and are not to be used to interpret or construe any provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto agree to the terms above and have executed this Amendment on the day and year set forth below:

COMMUNITY ROOTS ACADEMY

CAPISTRANO UNIFIED SCHOOL DISTRICT

By:  \_\_\_\_\_  
Administrator or Designee

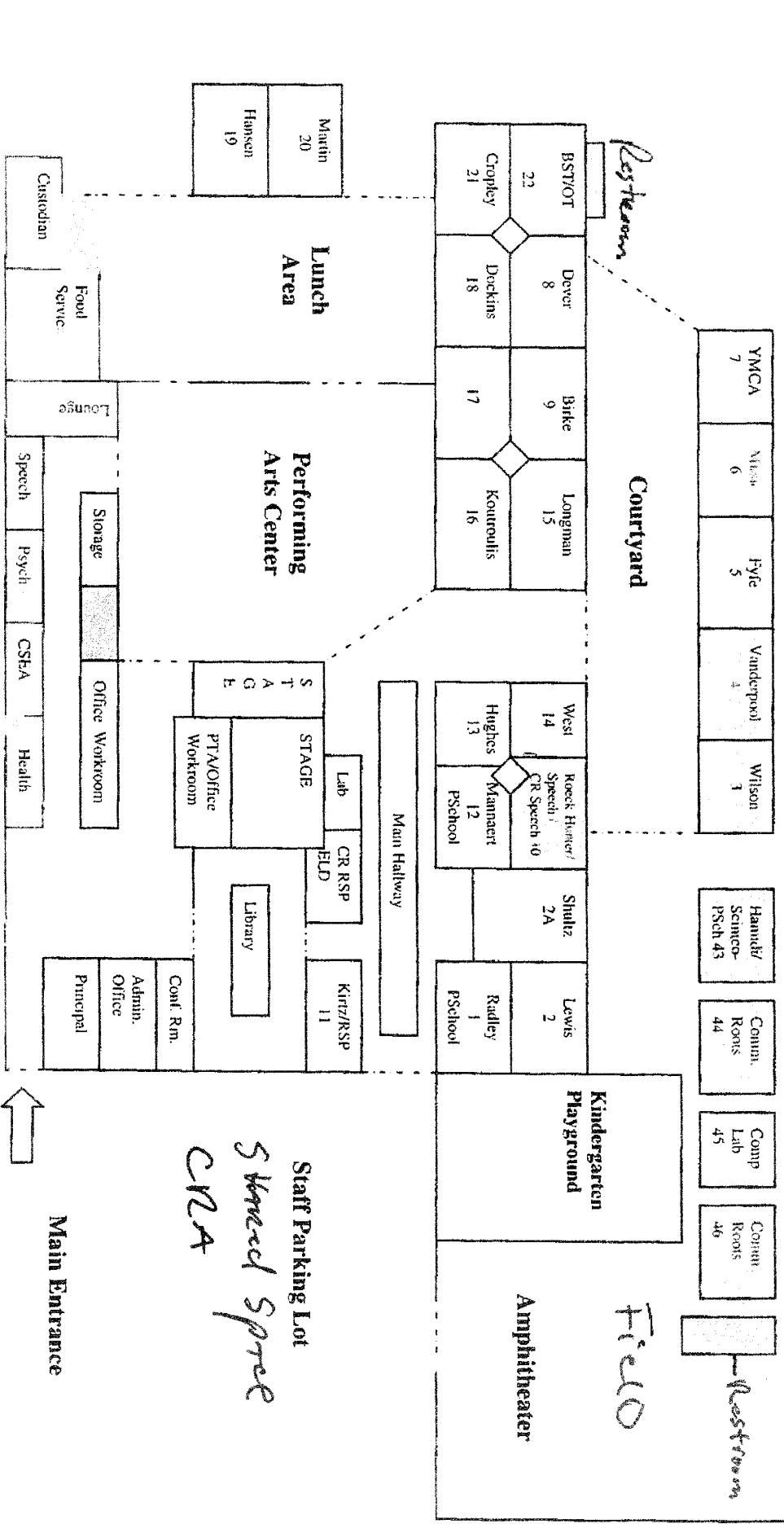
By: \_\_\_\_\_  
Superintendent or Superintendent's Designee

Date: 6/7/2013

Date: \_\_\_\_\_

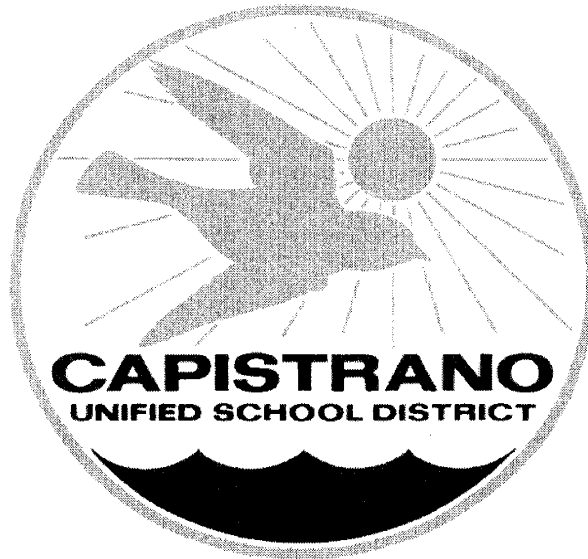
5-29-13

YMCA	23	Corbett BIC 24	Null BIC 25	Comm Rm 26	Comm Rm 27	Comm Rm 28	Whitesell P.School 29	Tree P.School 30	Comm Rm 31	Diaz Pte A 32	Pouffert Rec. Rm 33	Comm Rm 34	Comm Rm 35
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**Wood Canyon Elementary School Map**  
2012-2013

— = Gate  
 — = Restroom



# **REQUEST FOR PROPOSALS**

## **MASS NOTIFICATION SYSTEM**

**RFP No. 3-1314**

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

**RFP Deadline: Tuesday, July 16, 2013 – 2:00 p.m., PST**  
**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

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"><li>• the institution name and business address;</li><li>• the name, title, and telephone number of the company contact knowledgeable about the project work;</li><li>• the number of annual messages sent for each of the listed institutions</li></ul>

#### **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 <sup>rd</sup> 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**

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| 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**

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| 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"> <li>• 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).</li> <li>• 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.</li> <li>• Describe the provider's listserv solution in regards to its capacity and limitations in message size, attachments, format, quantities, etc.</li> </ul>



62. (This feature request is optional and is not a required component of the system, as the District would like to see if these features could be an additional component to the solution.)
- Describe how the provider’s system could act as a Learning Management System that could provide an asynchronous online learning environment for teachers to deliver online instruction and learning. Some features the LMS may include but are not limited to:
    - A comprehensive hosted system that is open and extensible (API, Building Blocks, etc.)
    - Provides automatically synchronized data transfers between LMS and Aeries
    - Native Mobile application solution for major platforms (e.g. iOS, Android, Blackberry)
    - Plagiarism detection
    - Notification Integration with LMS

**F. Reporting**

- |  |
|--|
| 63. Provide graphical and informational reports documenting notification results.  |
| 64. Provide adequate reporting to demonstrate that usage of the notification system supports administrative standards for community outreach, safety plans, and other annual mandated reporting.                             |
| 65. Allow for the building of customized, post-message reports to better meet the needs of each and every user.  |
| 66. Provide at-a-glance, real-time reports of currently sending messages.  |
| 67. Provide time of completion of all first call attempts, indicating the speed at which the message reached the majority of phone recipients.   |
| 68. Provide history of contact data imports including date, time, a high-level results view and in-depth, downloadable results.  |
| 69. 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. |
| 70. 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**

- |   |
|---|
| 71. 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.                             |
| 72. Provide the ability for the call send process to work from any web-enabled computer. Provide browser minimums.  |
| 73. 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. |
| 74. 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.  |
| 75. Provide a two-click ability to send messages to the desired recipients and  |

modes.
76. 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**

77. 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.
78. 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.
79. Include initial onsite training for authorized users in stated cost.
80. Provide printed training manuals as well as suggestions for use and best practices as part of the training process.
81. Offer unlimited 24/7/365 support through a toll-free phone number at no additional cost.
82. Provide full-time, company-employed customer service professionals who are trained specifically to support the needs of K-12 public schools.
83. Require background checks for all support personnel before hiring
84. Provide assurance that your company does not outsource customer support.
85. Articulate specific examples of assistance provided throughout the year to meet the needs of educators.
86. Provide redundant client care personnel available across multiple time zones and locations.

### **I. Cost**

87. Detail how cost is calculated including over 220 users, all messaging types (e.g. phone, text message, email, social networking as well as attendance calls, community outreach messages, & emergency messages), family portal access (if available), training (both face-2-face and online), data migration, integration, and automation including technical support before, during and after transition. If optional features can be provided by the solution presented, Provider should detail the cost with and with/out optional features.
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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. 3-1314, 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.
12. **Vendor Statement of Compliance** – 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 factors and percentages assigned to each factor used to evaluate all proposals received are listed below:
  - a. Price – 30%
  - b. Emergency Notification Functionality – 20%
  - c. District and School Messaging Functionality – 30%
  - d. Implementation and Support Plan – 10%
  - e. Company References – 10%

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.

<b>Milestone</b>	<b>Date</b>
RFP Release/Advertise	July 1, & July 8, 2013
Proposal Due Date	July 16, 2013 at 2:00 p.m., PST
Interviews	July 16 – July 24, 2013
Board Approval	August 14, 2013

**ADDITIONAL INFORMATION**

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

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

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

**Proposals must be received by Tuesday, July 16, 2013, 2:00 p.m., PST, 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
<b>Price for over 220 users</b>	\$
<b>All messaging types</b>	\$
<b>Family Portal Access</b>	\$
<b>Training/online and face-2-face</b>	\$
<b>Data Migration</b>	\$
<b>Integration and Automation</b>	\$
<b>Technical Support during transition</b>	\$
<b>TOTAL CONTRACT PRICE</b>	\$

\_\_\_\_\_  
 Print Name of Firm

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Representative

\_\_\_\_\_  
 Federal I.D. #/License

\_\_\_\_\_  
 Date



**CERTIFICATION  
REQUEST FOR PROPOSALS (RFP) NO. 3-1314  
MASS NOTIFICATION SYSTEM**

I certify that I have read the attached **Request for Proposals – (RFP) NO. 3-1314 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, Conflict of Interest Certification, and Vendor Statement of Compliance, 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 <b>W-9</b> (Rev. October 2007) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	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.

<b>Sign Here</b>	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

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 above mentioned statements are true and correct to the best of my knowledge, and this declaration was executed on this \_\_\_\_\_ day of \_\_\_\_\_, 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

## VENDOR STATEMENT OF COMPLIANCE

---

The Technology & Information Services (TIS) of the Capistrano Unified School District takes seriously all issues regarding network security, software licensing and privacy. We have created this Vendor Compliance Statement that lists specific procedures all vendors must abide by.

A representative from each vendor organization will be required to sign this document, which will be kept on file with the District Network Administrator. Vendors will also be required to sign this document or its successor as terms of the associated contract. The signing representative for the vendor organization will be responsible for disseminating this information to personnel engaged by the Technology & Information Services Division. Any infraction of these policies will result in action against the vendor that may include the immediate expulsion of any or all of the vendor's personnel. Individual ignorance of these policies will not be weighed in the consideration of infractions.

The following procedures are to be adhered to by all vendor representatives at all times:

1. **PASSWORD SECURITY.** All passwords are considered secure. Vendors may not disseminate any passwords unless specifically directed by Capistrano management. Vendors will not provide information concerning Admin accounts (ROOT Admin, container Admin, local NT administrator or Domain administrator) or their equivalent to any persons. District personnel ONLY will disseminate this information. Vendors will never create "back door" or "generic" user accounts on any systems unless specifically directed to do so by Capistrano management.
2. **SYSTEM SECURITY.** Unauthorized access to or modification of District systems including file servers, routers, switches, NDS and Internet services is prohibited. Any attempt to bypass or subvert any District security system, both hardware and software is prohibited.
3. **SOFTWARE LICENSING.** Software will be installed on District workstations only upon successful demonstration that a valid license exists for that workstation. Vendors shall install software products only on specified equipment and only when directed to do so by the Technology & Information Services Division. Vendors shall not copy District software for any personnel or non-District related uses.
4. **PRIVACY.** The vendor will adhere to all provisions of the Federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 123g), California Education Code and District policies regarding the protection and confidentiality of data. At all times, the vendor will consider all data collected in the course of

their duties to be protected and confidential. Release of this data can only be authorized by Technology & Information Services management.

5. **NONDISCLOSURE.** The parties acknowledge that they have been entrusted with Confidential Information and agree to use reasonable care to protect the confidentiality thereof; using at least the same degree of care that each of them would use to protect their own similar information. Each party shall not (a) use such Confidential Information for any purpose except as authorized under this Agreement, (b) disclose any such Confidential Information to any person (except its employees and agents bound by obligations of confidentiality on a need-to-know basis) unless such disclosure is authorized by the other party in writing, or (c) disclose any such Confidential Information required by court or judicial order without first informing the other party and cooperating with the other party if such party contests the disclosure thereof. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement and to notify the other party promptly and in writing upon its discovery of any unauthorized access or disclosure of any Confidential Information.
  - a) **Enforcement.** Each party understands and agrees that, notwithstanding any other provision of this Agreement, breach of Section 5 (Nondisclosure) may cause the other party irreparable damage for which recovery of money damages would be inadequate, and that each party shall therefore be entitled to obtain timely injunctive relief to protect such party's rights under this Agreement in addition to any and all remedies available at law.
6. Vendors may not attach non-CUSD district computers, laptops, or peripherals to the CUSD network without the expressed and written consent of CUSD management. The vendor will, at the time of the request, certify that any such equipment has been scanned and is free of viruses, spyware, Trojans and worms, that the system is fully patched to current manufacturer patch level and that there is a current, active and up to date anti-virus measure installed. A CUSD Guest wireless network is available at specific locations.
7. Vendors shall not copy, duplicate, sell, repackage or use for demonstration purposes any Capistrano Unified School District data without the prior, written consent of CUSD management.
8. **TERMINATION.** If in the case the contract and services are terminated, the vendor will certify in writing that all confidential data and accounts will be properly deleted from vendor records.

As an authorized representative of my organization, I accept the conditions listed in this document.

\_\_\_\_\_  
Name Company

\_\_\_\_\_  
Signature Date

**INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES  
(SAMPLE)**

This Independent Contractor Agreement for Services ("Agreement") is made as of \_\_\_\_\_, between the Capistrano Unified School District ("District") and \_\_\_\_\_ ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Government Code section 53060 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 those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, Consultant is engaged in the development and provision of a mass notification system software technology, services and content; and

WHEREAS, the Parties desire to supply the District with a notification system for communication in the K-12 school district environment pursuant to the terms set forth herein; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform and provide the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the services as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing Services under this Agreement upon execution of the Agreement by both Parties, and will diligently perform such Services as required. The term for Services and schedule to provide Services shall be in accordance with the schedule included in Exhibit "A;"
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below;

- \_\_\_\_\_ Signed Agreement
- \_\_\_\_\_ Certification
- \_\_\_\_\_ Certification by Contractor of Criminal Records Check
- \_\_\_\_\_ Insurance Certificates and Endorsements
- \_\_\_\_\_ W-9 Form
- \_\_\_\_\_ Conflict of Interest Certification
- \_\_\_\_\_ Non Collusion Declaration
- \_\_\_\_\_ Tobacco Use Policy
- \_\_\_\_\_ Vendor Statement of Compliance

4. **Compensation.** District compensation to the Consultant shall be as set forth in Exhibit "A" as the proposed fee for Services, but in no event shall total fees, costs, and expenses exceed \_\_\_\_\_, without the express written approval of the District's Governing Board ("Board").
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, other than as provided in Exhibit "A."

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture 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 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.
7. **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.
8. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. 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 for services to California school districts.
9. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or 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 a basis for such Services.
10. **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.
11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

## 12. Termination.

12.1. **Without Cause by District.** 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. In the event that District terminates this Agreement pursuant to this Section, District shall compensate Consultant for Services completed to date as a pro-rata amount of the full fees, costs, and expenses.

12.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for Services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of Services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of termination, the District may secure the required services from another consultant. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12.4 Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall, at its sole expense, defend, indemnify, and hold harmless the District, the Board, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from



any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Consultant under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

#### 14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

14.1.1. **General Liability.** One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

14.1.3. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2) For any claims related to the projects, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in

excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

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

14.1.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

14.1.6. Consultant shall furnish the District with Certificates of Insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

14.2. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the Board, of the District, and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **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.

18. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

19. **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.
20. **Fingerprinting of Employees.** It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the provision of Services under this Agreement. If, at a future time, Consultant will have contact with any pupils, Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the Board that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this Section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
  - 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735.
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
24. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement

to maintain confidentiality shall extend beyond the termination of this Agreement.

25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District**

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
FAX: (949) 493-8729

ATTN: Terry Fluent, Director, Purchasing

**Consultant**

FAX:

ATTN:

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

27. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the Board. Services shall not be rendered until Agreement is approved.

28. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

29. **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 attorney's fees.

30. **Waiver.** The failure of Consultant or District to seek redress for violation of, or to insist upon, the strict performance of any term, covenant or condition of this Agreement shall not be deemed to be a waiver by that party of any such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.

31. **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.

**32.Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**33.Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**VENDOR**

Date: \_\_\_\_\_, 2013

Date: \_\_\_\_\_, 2013

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**Information regarding Consultant:**

License No.: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or Social Security Number

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:  
\_\_\_\_ Individual  
\_\_\_\_ Sole Proprietorship  
\_\_\_\_ Partnership  
\_\_\_\_ Limited Partnership  
\_\_\_\_ Corporation, State: \_\_\_\_\_  
\_\_\_\_ Limited Liability Company  
\_\_\_\_ Other: \_\_\_\_\_

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this Section.**

## **Exhibit A**

### **Scope of Services**

#### SERVICES:

Consultant shall provide \_\_\_\_\_ to the District pursuant to the terms of the Agreement.

Responsibilities of Consultant:

Consultant represents and warrants that:

Responsibilities of District:

### **Schedule**

#### TERM:

This Agreement shall remain valid \_\_\_\_\_, and may be renewed on an annual basis by the parties upon the written consent of both Consultant and the District. Such mutual consent to renew shall take place at least 15 days prior to the expiration of the Agreement.

### **Compensation/Expenses**

#### COMPENSATION:

The District shall pay to Consultant a fee of \_\_\_\_\_. The fee shall be due thirty (30) days after receipt of the invoice unless District disputes an invoice. Consultant reserves the right to withhold service pending processing and payment of invoices by the District.

#### EXPENSES:

Except as provided otherwise herein, the parties to this Agreement shall be responsible for their own expenses, including taxes and general administrative expenses. Consultant shall not be responsible for providing the necessary hardware or software (including, but not limited to, computers, speakers, microphones, Internet access, as well as browsers and firewall modifications) for the proper operation of the Consultant Program or Software.

**DISTRICT  
COPY**



**AGREEMENT FOR THE OPERATION OF AN AFTER SCHOOL ENRICHMENT, ACTIVITIES,  
AND CAMPS PROGRAM BETWEEN  
CAPISTRANO UNIFIED SCHOOL DISTRICT AND SOUTH ORANGE COUNTY COMMUNITY  
COLLEGE DISTRICT**

This Agreement for the Operation of an After School Enrichment, Activities, and Camps Program (Agreement) is made and entered into this 25<sup>th</sup> day of April 2013, by and between the Capistrano Unified School District (CUSD and/or District) and South Orange County Community College District (Vendor), as follows:

**WHEREAS**, CUSD is a California school district with a significant number of schools, and is authorized pursuant to Education Code §8485 to establish a program of affordably priced supervision of children after school; and

**WHEREAS**, pursuant to Education Code §8486, the District is authorized to subcontract with qualified private or nonprofit agencies for an after school child supervision program; and

**WHEREAS**, pursuant to Government Code §53060, the District is authorized to contract for special services and advice from individuals specially trained and experienced and competent to perform such services; and

**WHEREAS**, Vendor provides services and materials in connection with an after school program, and has the necessary skills, equipment and experience to provide such service for the District;

Now therefore, the parties agree as follows:

1. **OPERATION AND SERVICE**

- a. **Independent Contractor**. The status of a VENDOR under this Agreement shall be that of an independent contract. VENDOR warrants that no person or selling agency or other organization

AGREEMENT FOR THE OPERATION OF AFTER SCHOOL ENRICHMENT, ACTIVITY, AND CAMPS PROGRAM  
CAPISTRANO UNIFIED SCHOOL DISTRICT – SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

has been employed or retained to solicit or secure this Agreement upon an agreement or the understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, CUSD shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee or to seek such other remedies as legally may be available.

- b. Operation Schedule. The After School Enrichment, Activities, and Camps Program (PROGRAM) to be operated by VENDOR will be available for K-12 and qualifying special education students and may be available to such children after school is dismissed on any day that regular classes are held by CUSD at the school campuses, winter recess, spring recess, summer recess, and pupil-free days except for holidays designated in this article. This includes the regular school year schedule, the year-round school schedules, and summer school schedule. The PROGRAM may not operate on those days during the year when CUSD is closed for observance of holidays, as designated in the School Calendar. The School Calendar will be provided to VENDOR annually. Hours and dates of program subject to CUSD approval.
- c. Program Administration. Vendor shall administer the PROGRAM in accordance with provisions of this contract and all District, State and Federal laws, rules, and regulations dealing with child care or the use of the District's school property. VENDOR shall within 48 hours inform and provide CUSD with a copy of the site visits, reviews or reports or findings of any State or Federal regulatory agency involving any PROGRAM operated by VENDOR under this agreement. In the event that any deficiencies noted or corrections required as a result of such visits, reports, reviews, or findings, VENDOR will provide CUSD with a written plan of action which will ensure timely and appropriate correction.

CUSD shall monitor, evaluate, and provide technical and program development assistance as CUSD in its sole discretion determines appropriate to the VENDOR in the conduct of the PROGRAM provided under this agreement. CUSD shall have the right to monitor and evaluate



the VENDOR premises with regard to fire code regulations, sanitation and cleanliness, and other applicable safety laws and regulations.

- d. Non-Discrimination. In the performance of the terms of this agreement, VENDOR agrees that it will not engage in nor permit any employee or contractor as it may employ to engage in unlawful discrimination in employment of persons because of race, religious creed, color, national origin, ancestry, age, marital status, or sex of such person. Therefore, the VENDOR agrees to comply with applicable Federal and State laws including but not limited to the California Fair Employment Practices Act as set forth in the Government Code §12940 et. Seq. and Labor Code §1735. In addition, the VENDOR agrees to require like compliance by all contractors employed to do work under this contract.
- e. Entry by CUSD. CUSD shall have the right at reasonable times to enter upon VENDOR-supervised premises for the purpose of inspecting same in order to determine whether VENDOR is complying with the term of this Agreement. The right and authority hereby reserved in this paragraph does not impose, nor does CUSD assume by reason thereof, any responsibility or liability whatsoever for any acts, omissions or the negligence of VENDOR, VENDOR's members, guest, clients, agents, contractors, and employees on said premises.
- f. Public Relations, Advertising, Announcement. CUSD agrees to distribute at least one notice, subject to CUSD approval of the format and content of each notice, each semester to parents of elementary, middle school, and high school students in CUSD announcing the availability of the PROGRAM located at selected CUSD school campuses. VENDOR shall prepare and pay for these notices and any and all other advertising or public relations costs. VENDOR may erect suitable informational and directional signs or posters only after approval by CUSD of location, design, color, and construction of such signs or posters. The VENDOR agrees to be solely responsible for communication with parents regarding fee disputes, complaints regarding PROGRAM and complaints against the PROGRAM.

- g. Participants. Elementary, middle school, and high school regular program and qualifying special education students shall be eligible to participate in the PROGRAM to be operated by VENDOR. VENDOR shall have the right to determine which students will be permitted to attend the PROGRAM based on reasonable rules, regulations and age requirements as approved by CUSD.

Exclusion of students from the VENDOR PROGRAM will be permitted for nonpayment of fees, discipline, failure to meet eligibility requirements, behavior problems or lack of required immunizations.

- h. Immunization. Enrollees in the VENDOR PROGRAM shall be subject to the same legal requirements regarding medical history and immunization as pupils in the public schools in the State of California.

## 2. PROGRAM AND USE FEES

- a. Program Fees Charged to Participants. VENDOR shall be permitted to charge a reasonable fee to participants in the PROGRAM. No VENDOR PROGRAM fees will be charged to CUSD or collected by CUSD. The amount of the PROGRAM fee to be charged to participants shall be determined by VENDOR and shall be competitive with fees for similar services in the area, subject to review by CUSD to determine reasonableness of VENDOR's fee schedule. District shall review the VENDOR proposed fee schedule or any modifications thereof 30 days prior to its implementation. The fee schedule for the PROGRAM shall be the same throughout the District.
- b. District Use Fees Charged to VENDOR.
  - i. VENDOR will pay CUSD for use of facilities, the fees as outlined in Exhibit A, Use of School Facilities, at the non-profit, youth-serving rate, the facility staff fee of \$5.00 per hour, per location, and a flat rate for custodial fees charged as indicated in Exhibit A.

- ii. CUSD will invoice VENDOR monthly for facility usage.
- iii. The District reserves the right to increase the minimum facility use on an annual basis. The District will limit such fee increases to 10% annually.

### 3. FACILITIES

- a. Physical Location of Classroom Space. CUSD shall make space available on those campuses consistent with the Districts educational operations for the VENDOR to operate the PROGRAM. CUSD shall have the absolute right to determine the actual classroom space on each school campus. In determining the physical location of each classroom, CUSD shall give special consideration to the location of playground and playground access, restrooms, water fountains, shaded areas, parking lots, and exterior lighting.
- b. Utilities. CUSD shall provide all utilities for VENDOR's PROGRAM. Costs for these services shall be included in the facility use fees paid to CUSD by VENDOR. VENDOR shall be required to provide and pay for its own telephone service at each location.

### 4. MISCELLANEOUS TERMS AND CONDITIONS.

- a. Terms of Agreement. The term of this Agreement shall be for a period of one year from July 1, 2013 through June 30, 2014, with the option to renew, upon Board approval, for four (4) one-year renewal periods.
- b. Termination of Agreement. Either party may, by giving a 60-day written notice specifying the effective date, terminate this Agreement in whole or in part for cause, which shall include failure, for any reason, of either party to fulfill in a timely and proper manner its obligation under this Agreement. Either party may, by giving a 120-day notice, terminate this Agreement for any reason.

- c. Compliance with the Law. **VENDOR shall comply with the requirements of all municipal, State and Federal statutes, ordinances, rules, orders, regulations, and laws now in effect or which may hereafter be in effect during the term of this Agreement pertaining to any act of the VENDOR including but not limited to the operation of the PROGRAM and the use and occupancy of the District facilities. VENDOR shall not commit or suffer to be committed to said premises any nuisance or other act which may disturb the quiet enjoyment of adjoining property owners or occupants.**
- d. Indemnity. **CUSD shall assume no liability for any use of any CUSD premises used by VENDOR to operate any of the PROGRAMs provided by VENDOR under this agreement. VENDOR waives and releases all claims against CUSD for death, injuries or damage to property sustained by VENDOR, its agents, employees, and volunteers, in, upon, or about said premises caused by the negligence of VENDOR, and VENDOR agrees to indemnify, defend, and hold CUSD, and their respective officers, officials, and employees, harmless from and against any and all liability, loss, damage, expense, cost, claim, or action, including liability for injury, wrongful death, or property damage sustained by any person, arising out of or in connection with the actions or services, or failure to act, of VENDOR, or arising out of any act or omission by VENDOR, its employees, agents, and contractors, including failure of VENDOR to keep the premises in good condition and repaired as provided in the Agreement, except when such loss or damage was caused by the sole negligence of willful misconduct of CUSD.**

In executing this Agreement, and the waiver and release contained in this Section, VENDOR specifically waives the provision of the California Civil Code §1542, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXSIT IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

VENDOR, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

e. Insurance.

- i. Liability Insurance. VENDOR shall provide and shall maintain in force, during the term of this Agreement, \$10,000,000 combined single limit comprehensive general liability insurance, including automobile and property insurance. The policy or policies of liability insurance shall name CAPISTRANO UNIFIED SCHOOL DISTRICT (CUSD) and their officials, officers, agents, employees, and volunteers as additional named insured by endorsement under the terms of such policy or policies. Further, such policy shall not be cancelled without thirty (30) days prior written notice to CUSD. Within ten (10) days of execution of this Agreement, and at least 15 days prior to the expiration of any such policies, VENDOR shall furnish CUSD a copy of the policy or policies making up the District Policies and Certificate(s) of Insurance stating that such insurance is in full force and effect, and shall provide any additional evidence of coverage required by the CUSD.

VENDOR's insurance coverage shall be primary insurance as respects CUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CUSD, its officers, officials, employees, or volunteers shall be excess of VENDOR's insurance and shall not contribute to it.

- ii. Worker's Compensation and Other Employee Insurance. VENDOR shall provide worker's compensation insurance, unemployment insurance, and disability insurance for all its employees, as required by law, and shall provide employer's liability insurance coverage with limits of no less \$1,000,000 per accident for bodily injury or disease.

Within 10 days of execution of this Agreement, and at least 15 day prior to the expiration of any such policies, VENDOR shall furnish CUSD with a copy of

the policy or policies obtained in compliance this Section, stating that such insurance is in full force, and shall provide any additional evidence of coverage required by CUSD.

- iii. **VENDOR's insurance coverage shall be primary insurance as respects CUSD, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CUSD, its officers, officials, employees or volunteers shall be excess of VENDOR's insurance and shall not contribute to it. Each insurance policy required herein shall contain, or be endorsed to contain, a waiver of all rights of subrogation against CUSD.**
- iv. **Any deductibles or self-insured retentions must be declared to, and approved by, CUSD. At the option of CUSD, either: VENDOR shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects CUSD, its officers, officials, employees and volunteer; or the Lessee shall provide a financial guarantee satisfactory to CUSD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.**
- v. **CUSD reserves the right to modify their requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.**
- vi. **Certificate of Insurance. Certificates for all type of insurance and additional insured endorsement for the liability coverage shall be furnished to CUSD within two weeks of the commencement date of this contract, such certificates indicating the name of the carrier, the policy number, and the expiration date. Renewal certificates shall be provided within 15 days of the renewal. 30 days prior to an interruption in coverage, VENDOR is responsible for notifying CUSD. Failure, however, of CUSD to obtain the required documents within the time frames herein shall not waive VENDOR's obligation to provide them.**

CUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Agreement, at any time.

- f. Accidents. Vendor shall report to CUSD any serious accident or incident within three (3) hours of occurrence.
- g. Claims Made. VENDOR shall report to CUSD in writing all claims made against the VENDOR in its operation of the PROGRAM in CUSD. VENDOR shall also provide copies to CUSD, within ten (10) days of their receipt by VENDOR, of any written reports indicating deficiencies or documenting a specific incident.
- h. Assignment. Neither this Agreement nor any interest therein, whether legal or equitable, shall be assigned, subleased, transferred, alienated, pledged, or hypothesized, voluntarily or by operation of law by VENDOR without the prior written consent of CUSD. The consent to one assignment, sublease, transfer, alienation, pledge, or hypothecation shall not be deemed to be a consent to any subsequent assignment, sublease, transfer, alienation, pledge, or hypothecation. Any such assignment, sublease, transfer, alienation, pledge, or hypothecation shall be void and shall, at CUSD's option, terminate this Agreement.
- i. Amendments to Agreement. This agreement may only be amended by the mutual written consent of the parties hereto. No oral understanding or agreement not incorporated in this contract shall be binding on either party.
- j. Complete and Exclusive Statement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.
- k. Contact Person. Each party to this Agreement shall name one individual to be the representative contact person for all matters related to this Agreement.

1. Attachments. All attachments to this Agreement are incorporated herein by this reference.

- Exhibit A – 1. Use of Facilities Fee Schedule
- 2. General Conditions for Facility Use

CAPISTRANO UNIFIED SCHOOL DISTRICT

DATED: \_\_\_\_\_, 2013

By \_\_\_\_\_

\_\_\_\_\_  
Title

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATED: \_\_\_\_\_, 2013

By Debra L. Fitzsimons

Debra L. Fitzsimons      MAY 31 2013  
Title Vice Chancellor, Business Services



Exhibit A

**USE OF SCHOOL FACILITIES FEE SCHEDULE - Effective June 1, 2010**

**GROUP A** = Non-profit, youth-serving      **GROUP B** = Non-profit      **GROUP C** = For Profit

NOTE: "Per Use" = Up to eight hours NOTE: Custodian needed at all non-school events NOTE: Facilities Staff Fee applicable on all use	Elementary School			Middle School			High School		
	Type of Use	A	B	C	A	B	C	A	B
<b>APPLICATION FEE</b>	0	50.00	100.00	0	50.00	100.00	0	50.00	100.00
<b>BASKETBALL COURT - Per Hour</b>	0	<b>9.00</b>	<b>20.00</b>	0	<b>9.00</b>	<b>20.00</b>	0	<b>9.00</b>	<b>20.00</b>
Per Season	0	220.00	220.00	0	220.00	220.00	0	<b>220.00</b>	<b>220.00</b>
With Lights - Per Hour, additional	0			12.00	28.00	50.00			
<b>CAFETORIUM (MFMS) - Per Hour</b>				18.00	55.00	100.00			
<b>CLASSROOM - Per Hour</b>	7.00	22.00	35.00	7.00	22.00	35.00	7.00	22.00	35.00
Science Lab - Per Hour	8.00	50.00	90.00	<b>8.00</b>	50.00	90.00	<b>8.00</b>	50.00	90.00
University/College Cost - Per Day		55.00			55.00			55.00	
<b>CONFERENCE ROOM - Per Hour</b>	8.00	25.00	50.00	8.00	25.00	50.00	8.00	25.00	50.00
<b>FIELD (any type, non-stadium) - Per Hour</b>	<b>6.00</b>	7.00	8.00	<b>8.00</b>	11.00	20.00	<b>8.00</b>	25.00	50.00
GROUP A not to exceed \$250/month									
<b>GYM, Large - Per Hour</b>							<b>60.00</b>	<b>80.00</b>	<b>160.00</b>
GROUP A not to exceed \$1,000/month									
<b>GYM, Small - Per Hour</b>							<b>30.00</b>	<b>50.00</b>	<b>100.00</b>
GROUP A not to exceed \$750/month									
<b>LIBRARY - Per Hour</b>	8.00	25.00	50.00	8.00	25.00	50.00	16.00	50.00	75.00
<b>LOCKER ROOM - Per Hour</b>				<b>8.00</b>	28.00	50.00	12.00	44.00	75.00
<b>LUNCH TABLE AREA - Per Hour</b>	0	5.00	6.00						
<b>MALL - Per Hour</b>							26.00	85.00	150.00
Triton Center (SCHS) - Per Hour							26.00	85.00	150.00
<b>MPR - Per Hour</b>	10.00	55.00	100.00	10.00	55.00	100.00			
<b>PARKING LOT - Per Day</b>	10.00	44.00	100.00	10.00	44.00	100.00	10.00	44.00	100.00
<b>POOL, 25-meter - Per Hour</b>							55.00	85.00	150.00
GROUP A not to exceed \$2,000/month									
<b>POOL, 50-meter (CVHS) - Per Hour</b>							75.00	100.00	250.00
GROUP A not to exceed \$2,500/month									
<b>RESTROOM (Set) - Per Hour</b>	5.00	20.00	35.00	5.00	20.00	35.00	5.00	20.00	35.00
<b>STADIUM/TRACK (all) - Per Use</b>							<b>460.00</b>	<b>2,000.00</b>	<b>3,800.00</b>
With Lights - Per Hour, additional							55.00	75.00	200.00
<b>STAFF LOUNGE - Per Hour</b>	8.00	25.00	50.00	<b>8.00</b>	25.00	50.00	<b>8.00</b>	25.00	50.00
<b>TENNIS COURT - Per Hour</b>	6.00	6.00	10.00	6.00	6.00	10.00	8.00	12.00	20.00
With Lights - Per Hour, additional							24.00	32.00	70.00
<b>THEATER (except SJHHS) - Per Hour</b>							85.00	125.00	300.00
<b>AUDIO EQUIPMENT</b>									
Tape Recorder/CD Player - Per Use	<b>5.00</b>	5.00	10.00	<b>5.00</b>	5.00	10.00	<b>5.00</b>	5.00	10.00
Microphone - Per Use	<b>2.00</b>	2.00	6.00	<b>2.00</b>	2.00	6.00	<b>2.00</b>	2.00	6.00
Portable System/Podium - Per Use	<b>10.00</b>	10.00	25.00	<b>10.00</b>	10.00	25.00	<b>10.00</b>	10.00	25.00
Wireless Microphone System - Per Use	<b>25.00</b>	25.00	50.00	<b>25.00</b>	25.00	50.00	<b>25.00</b>	25.00	50.00
<b>CRAFTSMAN - Per Hour</b>	<b>60.00</b>	60.00	60.00	<b>60.00</b>	60.00	60.00	<b>60.00</b>	60.00	60.00
<b>CUSTODIAN - Per Hour</b>	<b>46.00</b>	46.00	46.00	<b>46.00</b>	46.00	46.00	<b>46.00</b>	46.00	46.00

Exhibit A

***USE OF SCHOOL FACILITIES FEE SCHEDULE – Effective November 1, 2007***

**GROUP A** = Non-profit, youth-serving      **GROUP B** = Non-profit      **GROUP C** = For Profit

NOTE: "Per Use" = Up to eight hours NOTE: Custodian needed at all non-school events NOTE: Facilities Staff Fee applicable on all use  Type of Use	Elementary School			Middle School			High School		
	A	B	C	A	B	C	A	B	C
<b>GROUNDSKEEPER</b> – Per Hour	<b>47.00</b>	47.00	47.00	<b>47.00</b>	47.00	47.00	<b>47.00</b>	47.00	47.00
<b>Facilities Staff</b> – Per Hour	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>
<b>MECHANICAL EQUIPMENT</b>									
Electric Generator – Per Use	<b>50.00</b>	50.00	100.00	<b>50.00</b>	50.00	100.00	<b>50.00</b>	50.00	100.00
Electrical Extensions – Per Use	<b>20.00</b>	20.00	20.00	<b>20.00</b>	20.00	20.00	<b>20.00</b>	20.00	20.00
<b>PROJECTORS/SCREENS</b>									
Overhead Projector – Per Use	<b>40.00</b>	40.00	40.00	<b>40.00</b>	40.00	40.00	<b>40.00</b>	40.00	40.00
35mm Projector – Per Use	<b>60.00</b>	60.00	60.00	<b>60.00</b>	60.00	60.00	<b>60.00</b>	60.00	60.00
50"/70" Tripod Screen – Per Use	<b>5.00</b>	5.00	5.00	<b>5.00</b>	5.00	5.00	<b>5.00</b>	5.00	5.00
<b>STAGE LIGHTING</b> - Per Light Mixer – Per Use	<b>15.00</b>	15.00	25.00	<b>15.00</b>	15.00	25.00	<b>15.00</b>	15.00	25.00
<b>VIDEO EQUIPMENT</b>									
Monitor/Receiver/Camcorder – Per Use	<b>100.00</b>	100.00	100.00	<b>100.00</b>	100.00	100.00	<b>100.00</b>	100.00	100.00
VHS Player/VCR – Per Use	<b>50.00</b>	50.00	50.00	<b>50.00</b>	50.00	50.00	<b>50.00</b>	50.00	50.00
LCD Data Player – Per Use	<b>300.00</b>	300.00	300.00	<b>300.00</b>	300.00	300.00	<b>300.00</b>	300.00	300.00
<b>WATER HOOK-UP</b> – Per Use	<b>4.00</b>	4.00		<b>4.00</b>	4.00		<b>4.00</b>	4.00	

Custodial Fees for Classroom Rental	
# of Classrooms	Custodial Hours Charged
1-2	1
3-5	2
6+	3

The above fees are applicable to sites with custodial support, during regularly scheduled hours of custodial service. All locations without dedicated custodial support or programs outside of normally occurring custodial hours will be charged hourly, with a three-hour minimum fee for each occurrence. Non-classroom use of facilities will be charged for custodial services at standard rates. Rates and hours subject to change.

## **CAPISTRANO UNIFIED SCHOOL DISTRICT**

### **General Conditions for Facility Use**

By submitting this request (Agreement), the legal agent/representative of such organization, group or individual (Applicant) hereby agrees to abide by all of the facility use conditions and regulations and any waivers contained herein. Furthermore Applicant agrees to defend, indemnify, and hold harmless the District, its Board, officer, agents and employees from all losses, costs, and expenses arising out of any liability or claims of liability for personal injury, bodily injury to persons, contractual liability and damage to property, including loss or theft of District property, sustained or claimed to have been sustained arising out of Applicants use of facilities, whether such act is authorized by this Agreement or not; District assumes no responsibility whatsoever for any property placed on the premises. Applicant further agrees to waive all rights of subrogation against the District.

The provisions of this section does not apply to any damage or losses caused solely by the negligence of the District or any of its agents or employees.

The Capistrano Unified School District endorses the philosophy that community nonprofit groups should be allowed to utilize school facilities for meetings and public activities and actively cooperates and assists such groups in these endeavors where reasonable supervision exists. The Education Code provides that every school is a civic center when not being used for school purposes.

Each application containing a description of the intended use of the facilities is provided to District employees as guidelines in determining appropriateness of use of school facilities and whether or not the proposed activity meets district standards.

### **1.0 GENERAL REGULATIONS**

- 1.1 All applications for use of school facilities will be processed on submission of the Use of School Facilities Application.
- 1.2 Proof of comprehensive general liability insurance coverage for \$1 million unless activity warrants a higher level (to be determined at the District).  
Proof shall be: 1 – a Certificate of Insurance and 2 – an Additional Insured Endorsement, both naming the Capistrano Unified School District as an additional insured party on the Applicant's policy. These documents must be on file with the district prior to the activity. A 30-day Notice of Cancellation of insurance coverage is required.
- 1.3 Fees will be charged based on current fee schedules and conditions adopted by the Board of Trustees.
- 1.4 In order to receive Use of Facilities benefits, group A, B, C or D applicants must agree that:
  - 1.4.1 Their organization will not discriminate against any person on the basis of disability, race, ethnicity, nationality, gender, sexual orientation, or religion.

- 1.4.2 In order for an individual with disabilities to be able to participate effectively, the program will be reasonably modified, without increased cost to the participant.
- 1.4.3 Modifications or services must be provided unless doing so would fundamentally alter the nature of the program or present an undue burden. Any determination that participation would result in a fundamental alteration of the program must be made on an individual basis.
- 1.5 Applicants shall not make additions, alterations, or repairs to facilities, equipment, or grounds without written approval of district personnel. If the proposed change is deemed in writing to be beneficial, the proposed change shall be treated as a gift to the district and processed according to Board policy.
- 1.6 Applicants may use the district's computer network and Internet access with prior approval of the District.

## **2.0 USE OF SCHOOL PROPERTY**

### **2.1 Furniture and Equipment**

- 2.1.1 Furniture normally kept in the multipurpose or multiuse room will be available for use by approved organizations without special permit.
- 2.1.2 Any additional equipment must be obtained through arrangements with the principal's office and be noted on the application.
- 2.1.3 In the event additional equipment is used, the group must furnish its own operator and present evidence to the principal of competence in operating such equipment.
- 2.1.4 Any special furniture or equipment set ups or unique requests will be assessed at fee schedule rates.

### **2.2 Loan of Furniture and Equipment**

- 2.2.1 The loan of school furniture or equipment to individuals for personal or private purposes is prohibited.
- 2.2.2 Requests for approval to remove equipment from school premises must be submitted at time of application.

### **2.3 Damage to School Property**

- 2.3.1 To protect school property from damage and mistreatment, organizations using school facilities should take such precautions as necessary to return school property clean and in good working order.
- 2.3.2 Groups shall be responsible for maintaining and returning facilities to the district in the same condition in which they were received.
- 2.3.3 Applicants agree that in cases where school property has been damaged or abused beyond normal wear, costs for such repairs will be the responsibility of the organization.

### **2.4 Decorations**

- 2.4.1 Any decorations or adornments shall be erected in a manner in which it does not disrupt or destroy school property.
- 2.4.2 All decorations shall be removed at the conclusion of the activity.

**2.5 Use of Stage Equipment**

- 2.5.1 Use of stage areas requires full details of equipment needs on the application.
- 2.5.2 Persons or organizations whose permit includes use of stage areas and equipment must either be cleared by appropriate staff personnel or pay district staff appropriately for their operation.

**2.6 Safety**

- 2.6.1 The number of people admitted or seated within school property shall not exceed the regular capacity established in the California Safety Code. At no time may occupancy exceed posted occupancy rates.
- 2.6.2 Any equipment or props brought onto school facilities by approved organizations shall be flame proofed and meet all health, safety, and fire codes.

**2.7 Grounds Utilization**

- 2.7.1 Operation of equipment or activities which constitute a hazard or public nuisance, e.g., flying of motorized model airplanes, is prohibited.
- 2.7.2 Power-driven vehicles shall not be operated on playground or hard surface play areas, except as is necessary by school personnel in carrying out their assigned responsibilities.

**2.8 Specially Equipped Areas**

- 2.8.1 Areas such as gymnasiums, weight rooms, tennis courts, computer labs, industrial arts areas, science rooms, etc., will not be available to the general public unless participating occupants demonstrate satisfactory competency to control and protect school equipment.
- 2.8.2 Specially equipped areas must be under the supervision of a district employee.
- 2.8.3 Unauthorized use of equipment or entry to other sections of the campus or building may result in cancellation of the Facility Use Agreement.
- 2.8.4 Appropriate apparel, footwear, and eye protection must be worn as dictated by the specialty area occupied.
- 2.8.5 Organizations using specialty areas shall immediately report all equipment failures and damage of school property to the district supervisor. In cases where such damage or failure is a result of activities of the organization, the organization shall assume full responsibility for repairs.
- 2.8.6 Eating or drinking in carpeted areas or in any specialty areas is prohibited.

**2.9 Movement of Large Equipment**

- 2.9.1 Large equipment items, e.g., pianos, shall not be moved from area-to-area without prior approval.

**2.10 Buses**

- 2.10.1 School buses are available for recognized groups at a rate determined by the Transportation office.

**2.11 Kitchen Facilities**

- 2.11.1 An organization may use kitchen/cafeteria facilities, at a fee schedule determined by the Board, pending consultation with the Director, Food & Nutrition Services, to determine appropriateness of use and to determine if

Exhibit A

Food Services personnel are necessary to protect school property or facilitate the event.

2.12 **Rest Rooms**

2.12.1 Any activity using interior school facilities beyond a two-hour period must have rest rooms available at a scheduled fee. Any activity using outdoor school facilities for longer than four hours, must rent restrooms at the school or rent a port-a-potty.

2.13 **Air Conditioning**

2.13.1 Use of central air conditioning systems will be estimated at a rate to be determined by the Facilities Department.



## **REQUEST FOR PROPOSAL**

**AFTER SCHOOL ENRICHMENT, ACTIVITIES, AND CAMPS  
PROGRAM PROVIDER  
RFP No. 1-1314**

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

**RFP Deadline: Wednesday, March 27, 2013, 10:00 a.m., PST  
Capistrano Unified School District  
Education Center  
Attention: Purchasing Department  
San Juan Capistrano, CA 92675**

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
Purchasing Department  
33122 Valle Road  
San Juan Capistrano, CA 92675  
(949) 234-9442**

## **Purpose**

The Capistrano Unified School District (hereinafter “District”) is soliciting proposals for use of its facilities for the purpose of operating an After School Enrichment, Activities, and Camps Program hereafter referred to as “Program”. The successful provider (hereinafter the “Provider”) will pay the Capistrano Unified School District a “Facility Use” fee. Provider is responsible to provide after school services to students of Capistrano Unified School District (CUSD). Provider will be solely responsible for the Program. The District is seeking proposals for revenue garnered from Facility Use fees and will not be liable for any activity occurring within the Program.

## **Program Vision**

Provide a dynamic After School Program for students in coordination with the district that includes meaningful, engaging high interest activities for CUSD students in a safe environment, at the elementary and secondary levels, as well as enrichment programs and camps. Enrichment programs and camps are to be available to all students.

## **Term**

This contract shall begin upon Board approval and conclude on June 30, 2014, with four (4) one-year renewal periods. The firm awarded the contract will be required to sign the District’s Agreement, terms and conditions to be negotiated.



**Instructions for Submitting Proposals for  
After School Enrichment, Activities, and Camps Program Provider**

**A. SCOPE OF SERVICES TO BE PROVIDED:**

**Schools where Program may operate (“District facilities”)**

See Attachment A. Schools in Capistrano Unified School District

**Hours of allowable operation:**

See Attachment B. Secondary School Start/Dismissal Times, Elementary Start/Dismissal Times  
(Subject to change)

- School days: Elementary Schools – Dismissal time to 6:30 p.m. (negotiable)  
Middle Schools – Dismissal time to 6:30 p.m. (negotiable)  
High Schools – To be determined dependent upon activity and facility approval
- Non-school day: To be determined dependent upon activity and facility approval
- Weekends: To be determined dependent upon activity and facility approval
- Summer Program: To be determined dependent upon activity and facility approval

**Allowable operating days:**

See Attachment C. School Calendar 2013-2014 (Subject to change)

- Monday through Friday during the school year as defined by the school calendar.
- Program shall be closed on days when schools are observing an Emergency Closing.
- Program shall be closed on Holidays.
- Weekends: To be determined dependent upon activity and facility approval
- Summer Program: To be determined dependent upon activity and facility approval

**Use of Facilities: Use of Facilities are available in the following areas:**

See Attachment D. Capistrano Unified School District Use of School Facilities

See Attachment E. Capistrano Unified School District General Conditions for Facility Use

**Security:**

All doors must remain locked at all times. Propping of doors is prohibited. All visitors and staff must sign into the facility. The Provider shall maintain a sign in log of all people entering the building. A copy of the log must be kept for inspections by District personnel throughout the length of the contract.

Telephone: Each location shall have its own cellular telephone provided by the Provider. The Provider shall publish all numbers. Telephones for each location shall be operational and on during Building Use hours. A 24 hour contact person shall be listed and made available to District personnel upon request.

The Provider shall keep student and staff attendance lists each day and make the lists accessible to the District. Attendance shall be kept by first and last name.

The Provider will update the school office on a daily basis, 2 hours before dismissal, of all students enrolled and scheduled to attend the Program each day. The communication will be made electronically to district via e-mail to each school's Main Office. The list will contain the names of the students for that school only and be organized by teacher.

The Provider's staff members shall prominently wear identification badges at all times. Badges shall be supplied by the Provider. Badges shall contain a picture I.D. and the first and last name of each staff member. Provide a sample of the badge with RFP.

**Duty of Care:**

Duty of care for persons enrolled in the Program shall be borne solely by the Program. NO ENROLLEE OR GUEST MAY EVER BE ALLOWED TO HAVE UNATTENDED ACCESS TO DISTRICT FACILITIES.

On days when school is in session, the Program shall be responsible for students upon their delivery to the onsite program.

On non-school days, the District shall have no Duty of Care other than to provide facilities listed herein.

**Surveillance:**

The District reserves the right to full access of all property listed for use by the Program. The District reserves the right to conduct surveillance, video, audio, and direct observation of the Program at all times without obstruction or delay by the Program. The Provider shall not be allowed access to the District's surveillance systems.

**Cleaning:**

Custodial services may be required depending upon program.

**Literature:**

Provider's program literature may include the "Capistrano Unified School District" name provided it has been preapproved by the Superintendent of Schools. Literature may be distributed by the Capistrano Unified School District. With pre-approval, the District may allow use of its website, or any other facilities not expressly listed in this specification. All requests and approvals must be done in writing. Verbal agreements will not be honored.

**Damages:**

Provider may not cause or permit any damages to District premises, property, furnishings, fixtures or equipment, and will not do or allow anything to be done which would damage or change the finish or appearance of the premises, or its furnishings, fixtures, or equipment. Provider is responsible for the cost to repair any damage done. Provider shall pay this amount within 10 days of being notified of the amount.

**Facilities Modifications:**

Provider may not make modifications to District facilities.

**Payment:**

Provider shall pay the District the total amount of the Facility Use fee up front. Payment shall occur 30 days in advance of facility use.

Payment shall be made payable to: “Capistrano Unified School District.” Checks shall be mailed or hand-delivered to: Executive Director, Facilities/Maintenance & Operations, 33122 Valle Road, San Juan Capistrano, CA 92675. The District is considering offering an “on-line” payment option.

The District reserves the right to require that all checks be Certified.

## **B. SUBMITTING PROVIDER RESPONSE FORMAT**

You must address all of the following points in your proposal to provide After School Enrichment, Activities, and Camp Program Provider Services. If you feel that an individual item is not applicable to your proposal, you must clearly indicate this in the proposal.

### **GENERAL**

1. Describe your experience in providing programs for school-age children. Include your program goals and philosophy regarding the purpose of an after school program.

### **PROGRAM**

2. Describe a typical month schedule of activities. Please include the following:
  - Differentiated activities
  - Interactions between age groups
  - Behavior management plan
  - Meal/snacks and food allergies plan (if applicable)
  - Summer camp offerings – Sport camps and activities
3. Describe how you communicate with parents. What is the procedure for handling complaints?
4. Describe your ability to accommodate children with special academic, physical, emotional, and medical needs.
5. Describe your policy for children that are ill or become ill while in your program.
6. Describe your plan for handling emergencies, include your written safety guidelines.
7. Describe how you keep track of which children are to be in the program on any given day. Detail your check-in and check-out procedures and explain what will be done when a child does not arrive or get picked up at a scheduled time.
8. Submit a copy of your parent’s handbooks and Policies and Procedures manual
9. Describe any programs that you have available for children during school vacations and early release days. Include your written plan for sports camps and activities.
10. Describe your policy for situations when a parent picks up a child earlier or later than the scheduled time. What are your safety procedures on unauthorized person pick-up?

## STAFFING

11. Describe how you locate, and monitor the instructors that participate in the Program. Please provide your Application and describe the process used to hire instructors. CUSD staff will be given priority consideration for selection as instructors for program offerings.
12. Describe the qualifications that the instructor is required to have. Include educational level, experience with children, first aid certification, etc. Describe your policy for checking the validity of applications and the requirement to complete a criminal records check
13. Describe the proposed management of the Program as specifically as possible. The credentials and experience of all members of your proposed team should be detailed.
14. What ratio of instructor to student will you maintain? How do you plan to handle instructor absenteeism?

## FEES

15. Describe the proposed fee structure for your program and state your fees. Include information about:
  - Registration fees
  - How fees will be charged (hourly, daily, weekly, other)
  - Services included in the fee
  - Any supplemental costs (breakfast, snacks, materials, etc.)
  - Is there a fee adjustment based on the number of children enrolled for an activity within the Program?
  - Is there a fee adjustment for multiple children from one family? Please explain.
  - Are you able to provide a sliding fee based on income?
  - Financial/accounting plan of how instructors will be paid, parent refunds, cancellation of classes.
16. Describe fee proposal for facility use.

## CONCLUSION

17. Describe what other benefits and/or products your Program could provide the District.
18. Summarize what you believe to be the major strengths of your program.
19. **Experience/References:** Provide a list of contracts from the past five (5) years for services similar in scope to this proposal showing evidence of successful operation of an after school program within a school district. Include a minimum of three (3) educational client references with whom you have contracted within the last three (3) years. List must include the following information for each contract:
  - Client name and complete address
  - Contact name and telephone number
  - Dates of Service
  - Description of service
  - Contract amount

20. **Additional Data:** Provide additional information about your company as it may relate to this RFP. Include letters of reference or testimonials if appropriate. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the evaluation teams in understanding your qualifications and expertise.
21. **Certification** - Complete, sign, and date the enclosed “Certification” with this RFP.
22. **Certification by Contractor of Criminal Records Check** – Pursuant to Education Code 45125.1, complete, sign, and date the enclosed form included with this RFP.
23. **Insurance** – Vendor agrees to carry a comprehensive general and automobile liability insurance with limits of Ten Million Dollars (\$10,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect vendor and District against liability or claims of liability, which may arise out of the agreement. In addition, vendor agrees to provide an endorsement to this policy stating, “Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.” No later than the actual start date, vendor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Vendor agrees to name District and its officers, agents and employees as additional insureds under said policy. **Provide a written statement agreeing to carry above coverages.**
24. **W-9 Form** – All vendors awarded a contract must provide the following documentation to the District:
  25. IRS W-9 Form (Taxpayer Identification Number), Revised October 2007
  26. **Non-collusion Declaration** – Complete, sign and date the enclosed form included with this RFP.
  27. **Conflict of Interest** – Complete, sign and date the enclosed form included with this RFP.
  28. **Tobacco Use Policy** – Complete, sign and date the enclosed form included with this RFP.
  29. **Drug Free Workplace Certification** – Complete, sign and date the enclosed form included with this RFP.
30. **Required Submittals** –
  - Written safety guidelines
  - Parents Handbook
  - Policies and Procedures Manual
  - Instructor Application
  - Sample of ID Badge
  - Written statement agreeing to carry required insurance coverage

## **Award of RFP**

**Award of Proposal** - Award will be made to the firm offering the most advantageous proposal for an after school program. 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.

**Award Evaluation Criteria** - Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:

1. Qualifications, reputation and prior experience in providing on site after school programs with CUSD or other school districts.
2. Availability to begin an after school program.
3. Proposal completeness
4. Proposer's responsiveness in clearly stating the understanding of the importance of collaboration with regular day administration and staff, students and parents to develop and maintain an effective after school program.
5. Ability of the agency to meet CUSD requirements.
6. Ability of the agency to furnish the required program data, if required.
7. Proposed facility use fee.
8. Evaluation of the after school program.
9. Recommendations of references.

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

**Award Selection Process** - Selection of qualified companies will be based on the following: quality and completeness of submitted proposal; understanding of objectives; project approach; experience and expertise with public agencies and similar types of efforts; financial plan, and references. Additional questions may be asked of companies and interviews may be conducted.

### **KEY ACTION DATES**

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

<b>Milestone</b>	<b>Date</b>
RFP Release	March 13, 2013
RFI's Due	March 22, 2013, 10:00 a.m., PST
Proposal Due Date	March 27, 2013, 10:00 a.m., PST
Interviews	April 1-5, 2013
Award Contract	April 24, 2013

### **ADDITIONAL INFORMATION**

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

Terry Fluent  
Purchasing Department  
[tfluent@capousd.org](mailto:tfluent@capousd.org)

The last day to submit requests for information (RFI's) is Friday, March 22, 2013 – 10:00 a.m. PST.

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

**The proposals must be received by Wednesday, March 27, 2013, 10:00 a.m PST, and addressed to:**

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

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

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

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

DISTRICT reserves the right to reject any or all Requests for Proposal.

COST PROPOSAL

Describe fee proposal for facility use.



**CERTIFICATION  
REQUEST FOR PROPOSAL  
RFP NO. 1-1314 AFTER SCHOOL ENRICHMENT, ACTIVITIES, AND CAMPS PROGRAM  
PROVIDERS  
FOR THE CAPISTRANO UNIFIED SCHOOL DISTRICT**

I certify that I have read the attached **Request for Proposal – RFP No. 1-1314 After School Enrichment, Activities, and Camps Program Providers for Capistrano Unified School District**, and the instructions for submitting an RFP. I further certify that I must submit one (1) original and three (3) copies of the company’s proposal in response to this request, completed Certification by Contractor of Criminal Records Check, Non-Collusion Declaration, Conflict of Interest, Tobacco Use Policy, Drug Free Workplace Certification, W-9 Form, and all required submittals, and that I am authorized to commit the company to the proposal submitted.

\_\_\_\_\_  
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:

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

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

To the Board of Trustees of Capistrano Unified School DISTRICT:

I, \_\_\_\_\_ certify that:  
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the DISTRICT, my employees  will **OR**  will not have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections §667.5 and §1192.7. This determination was made by a fingerprint check through the Department of Justice and the Federal Bureau of Investigation.

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

Executed at \_\_\_\_\_, \_\_\_\_\_ on \_\_\_\_\_ (City)  
(State) (Date)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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

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

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

**The contract shall not permit an employee to come in contact with pupils until both the Department of Justice and the Federal Bureau of Investigation has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the Board of Trustees of the school DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

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

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



# 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.*



**POLICY NUMBER:** \_\_\_\_\_ **COMMERCIAL GENERAL LIABILITY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.  
SCHEDULE**

**Name of Person or Organization:**           **CAPISTRANO UNIFIED SCHOOL DISTRICT**  
  **33122 VALLE RD**  
  **SAN JUAN CAPISTRANO, CA 92675**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization show in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Professional Liability:                    \$1,000,000 minimum limit per occurrence  
(Errors & Omissions)                    \$2,000-000 minimum general aggregate

Form (Rev. October 2007) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer                  Identification Number and Certification</h2>	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.

Social security number : : : : : : : : :	or Employer identification number : : : : : : : : :
---	---

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

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- 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.

<b>Sign Here</b>	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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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

**DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintaining a drug-free workplace;
  - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

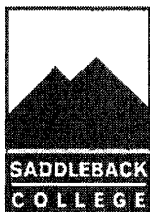
\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# SADDLEBACK COLLEGE

28000 Marguerite Parkway • Mission Viejo, CA 92692  
949.582.4722 • [www.saddleback.edu](http://www.saddleback.edu)

Tod A. Burnett, Ed.D.  
President

March 25, 2013

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

RE: After School Enrichment, Activities and Camps, Program Provider  
RFP No. 1-1314  
Letter of Support for Saddleback College

Dear Ms. Fluent,

Saddleback College fully supports our Community Education program's proposal to provide after school enrichment services to the Capistrano Unified School District (CUSD) students and community.

The Community Education program at Saddleback College has a long history as a leader within South Orange County providing an array of high-quality classes and activities for all ages promoting life-long learning and personal success. Providing after school enrichment programming for the CUSD students and community is a perfect opportunity to collaborate and leverage our institutions' strengths for the overall benefit of the greater South Orange County community.

For any additional information or assistance please feel free to contact Dr. Estella Castillo-Garrison, Director of Community Education at (949) 582-4326 or [egarrison@saddleback.edu](mailto:egarrison@saddleback.edu).

Sincerely,

**RFP NO. 1-1314 After School Enrichment, Activities, And Camps Program  
Provider For The Capistrano Unified School District**

**GENERAL**

**1. Describe your experience in providing programs for school-age children. Include your program goals and philosophy regarding the purpose of an after school program.**

**Experience**

For over 30 years, Saddleback College Community Education has been serving the needs of the South Orange County community by providing an array of high-quality classes and activities that promote life-long learning and personal success. The Community Education program complements the academic curriculum by offering short-term, fee-based classes that are not-for-college credit. Community Education (CE) classes for children, teens, and adults are developed and offered in response to community need as identified by feedback from participants, enrollment history, popularity of similar programs offered elsewhere, and current trends. The program is self-supporting, receives no funds from Saddleback College or the State of California, and is separate from the academic offerings of the College.

Established at Saddleback College in the early 1980's, Community Education's **College For Kids Program** is one of South Orange County's most successful summer programs for children. Our success has been accomplished through our commitment to providing the community with new and exceptional programs. Additionally, Community Education also manages the **Youth Aquatics** program which offers swimming and diving lessons to infants through school age children during the summer months. Throughout the academic year the **Junior Gauchos** outreach program partners with local elementary and middle schools to meet their needs by offering fun and educational activities.

College For Kids offers approximately 180 different sections of 70 different activities. The program averages over 3,200 registrations for the 6-7 week program. The Youth Aquatics program offers over 570 sections of 13 different activities and averages over 2,400 registrations for the 12-week program.

With an annual budget of over 1.8 million dollars and yearly enrollment of more than 10,500, Community Education has overall responsibility for the management of the College for Kids program and instructional year adult, teen, and child programming

include program planning, coordination with instructional divisions, scheduling, marketing, and evaluation. Areas of emphasis include youth programs, continuing education for professionals, consumer education, travel, special interest seminars, and proctoring services for outside colleges and universities. Additionally, CE division oversees all not-for-credit classes and activities and provides leadership and direction in developing curriculum and promoting programs and services through public relations and outreach efforts, and is responsible for recruiting and evaluation of subject matter experts to conduct activities. The CE division maintains permanent staff and 200+ annual short-term staff and contractors.

The following programs represent Saddleback College Community Education's experience implementing educational enrichment opportunities for youth in the South Orange County community:

**College For Kids:** Established at Saddleback College in the early 1980s, Community Education's College For Kids Program is one of South Orange County's most successful summer programs for children. College For Kids allows kids ages 7 to 17 years a chance to experience college life. Students can develop their own individualized class schedules from a wide range of offerings, including but not limited to, math, writing, reading, languages, computers, science, study skills, theater, art, film animation, and sports.

**Junior Gauchos:** Junior Gauchos is a collaborative outreach effort between the Saddleback College Community Education and Outreach Departments. The purpose of the program is to build a strong network of members from all local public and private schools with Saddleback College. Our goal is to bring the college experience to more youngsters in our community throughout the year and to encourage them to think about college as the next step after high school. The Junior Gauchos program partners with elementary and middle schools to meet their needs by offering fun and educational activities. Activities include Junior Gauchos Days, athletic events, fine arts performances, campus tours, division/department specific tours, school visits, student presentations, giveaways, scholarships, and more.

**Youth Aquatics:** The renowned Saddleback College Junior Gauchos Youth Aquatics Program began in the late 1970s and has continued annually with great success. Junior Gauchos swim lessons for children are available on weekdays and weekends during the summer months. Classes begin the Tuesday after Memorial Day and continue for twelve weeks. Lessons are available in Parent & Me (3-36 months), Tiny Tot (3-4 years), Beginners, Advanced Beginners, Intermediate and Competitive Swim (5 years and older). There also are a variety of specialized programs available, including Beginning Springboard Diving, Personalized Springboard Diving, Junior



Lifeguard Conditioning, Private, and Semi-Private. All summer swim instructors have completed lifeguard training and possess first aid and CPR certificates.

### **Program Goals**

College For Kids strives to provide fun, enriching activities aimed towards increasing a child's intellectual, social, and recreational needs. We have organized a relaxed atmosphere aimed at encouraging each child's self-confidence while working to stimulate the child's creativity and critical thinking skills. Our goal is to provide a safe, fun, and affordable program, offering age appropriate activities, under the leadership of caring, competent and trustworthy program staff (College For Kids Parent Handbook, 2013)

### **Partnership Goals**

- To provide after-school enrichment classes/activities as identified by the needs of the school site
- To build a strong partnership and collaboration with CUSD elementary and middle schools
- To strengthen college outreach relations with local schools
- To foster long-standing relationships with schools, parents, and children that will bring the college experience to more students in our community

### **Philosophy**

A strong after-school enrichment program is essential to creating and maintaining an environment that stimulates a desire to participate and learn.

#### **PROGRAM**

#### **2. Describe a typical month schedule of activities.**

**Please include the following:**

- **Differentiated activities**
- **Interactions between age groups**
- **Behavior management plan**
- **Meal/snacks and food allergies plan (if applicable)**
- **Summer camp offerings - Sport camps and activities**

### **Schedule of Activities**

Through a carefully designed schedule of educational, enriching, and recreational activities, College For Kids strives to meet each student's need for both intellectual and physical activities. Most classes or activities within College For Kids meet a minimum of once per week for a period of four to eight weeks. Class offerings vary depending upon site need and each class ranges from two to three hours in length. A schedule of activities will be given to parents upon registration or upon request in cases when a student is not yet registered.

In the summer, College For Kids offers academic, recreational enrichment activities and sports camps on the Saddleback College campus. Families enrolled in College For Kids during the school year will be offered a one-time, flat-rate discount for summer programs (College For Kids Parent Handbook, 2013).

### **Differentiated Activities**

Instructors are aware of the developmental needs of children and tailor specific classes to meet these needs. Students are offered various ways to acquire content knowledge regardless of differences in abilities. Classes/activities are offered by grade level or age and requirements are firm. Allowing children who do not meet the requirements into a class/activity may cause distractions and lower the quality of the class for all participants.

### **Interactions Between Age Groups**

Classes/activities are developed and offered by grade level or age. Unless otherwise noted, children will be divided by age and ability.

### **Behavior Management Plan**

College For Kids works to provide a safe, fun, and enriching environment for all participants. In order to maintain this standard, all students are expected to uphold school rules during the program. Students are expected to behave in a manner promoting the safety and well-being of themselves and others, behaving respectfully, and acting responsibly.

### **In cases when a rule is broken and a student is unable to manage him or herself consequences will be:**

**Step 1 - Warning:** the student will receive a verbal warning of what rule was broken or what behavior was inappropriate. The student will be given instruction on how to correct the inappropriate behavior. Students will be given reminders and redirection to encourage positive behaviors.

**Step 2 - Written Warning and Parent/Guardian Notification:** the student will receive a written warning, which will be sent home with the student for the parent/guardian. A phone call will also be made to the parent/guardian about the behavior. Upon reaching *Step 2* a student will be on *probation*.

**Step 3 - Dismissal from College For Kids:** If a student maintains the inability to manage him or herself, upon reaching *Step 3*, the student will be uninvited to College For Kids. Program staff focuses on helping all students benefit from and enjoy the program. A repeated behavioral issue takes time away from other students. Upon reaching *Step 3* it is determined that the program is not a good fit for the individual student.

All school rules and policies will be upheld during College For Kids. As a rule, we expect all students, program staff, parents, guardians, and other adults to show social responsibility and respect for one another. In cases when this rule is not upheld the child and/or adult may be removed from the program and/or discipline may be involved.

College For Kids maintains a zero tolerance for bullying and/or physical harm. Any student behavior, which endangers the safety of any person, impedes the rights of others, disrupts the operation of College For Kids, or damages property will not be tolerated. School policies involving alcohol, tobacco, drugs, or weapons of any kind will be upheld completely. Any major behavioral infraction, such as those listed above, will lead to the immediate dismissal from College For Kids and suspension from program re-enrollment for one year. These procedures help to ensure a fun, safe, enriching environment for everyone. (College For Kids Parent Handbook, 2013)

#### **Meal/Snacks and Food Allergies Plan (if applicable)**

College For Kids does not provide snacks, but realizes children may want a snack after school. We welcome nutritional snacks and will provide a break for students wishing to have a snack.

**NO** candy, gum, or sodas should be brought to the program as snacks. If a child has any food allergies or dietary restrictions parents need to note this on the registration paperwork and tell their child's Instructor.

College For Kids welcomes parents or guardians to send snacks for their own child. Due to allergies or other diet restrictions that may be unknown for other students Instructors will not permit the sharing of snacks (College For Kids Parent Handbook, 2013).

### **Summer camp offerings - Sport camps and activities**

We offer an extensive College For Kids summer program on the Saddleback College campus. We will continue to offer this important program that gives children and teens an opportunity to engage in academic, recreation, and sports programs on the college campus and in the college sports facilities.

Activities and sports camps offered in the College For Kids summer program include:  
Academics: Computers, languages, math, reading, science, STEM, study skills, writing;  
Recreation: Acting, art, cooking, dance, film and animation, music; Sports: Basketball, cheerleading, golf, tennis, soccer, volleyball, and water polo.

Families enrolled in College For Kids during the school year will be offered a one-time, flat-rate discount for summer programs (College For Kids, Parent Handbook, 2013).

### **3. Describe how you communicate with parents. What is the procedure for handling complaints?**

The first priority of College For Kids staff is to place as much time and focus on students as possible. In order to focus more time on students, we request that parents/guardians limit conversations with College For Kids staff members directly to subjects involving their child.

If an issue with a staff member arises, we request that the parent/guardian speak directly with the program staff member. If a solution cannot be reached, the Program Facilitator will be contacted to meet with the staff member and the parent/guardian in reaching a solution. If a solution is not reached for some reason, the Program Coordinator will be contacted to assist in reaching some type of resolution with the staff member and parent/guardian.

College For Kids maintains an open door policy. Questions or concerns a parent may have should be directed to the Program Coordinator at any time. Parents and their children are welcome to College For Kids (College For Kids Parent Handbook, 2013).

### **4. Describe your ability to accommodate children with special academic, physical, emotional, and medical needs.**

It is the responsibility of the parent or guardian to communicate any disabilities or special needs a student may have in the registration paperwork. College For Kids staff and Instructors will work to provide reasonable accommodations for students with

disabilities or other special needs participating in the program (College For Kids Parent Handbook, 2013).

College For Kids is NOT permitted to administer medication to students. If a child needs medication after school, a parent must work out appropriate medical attention with the School Nurse ahead of time, so that their child is able to get his or her medication before coming to the program.

For the well-being of the child, if he or she has a medical condition that the instructor needs to be aware of parents are requested to detail this in the registration paperwork and communicate this verbally to the instructor. It is the parent or guardian's responsibility to alert College For Kids staff about any medical condition they need to know about (College For Kids Parent Handbook, 2013).

**5. Describe your policy for children that are ill or become ill while in your program.**

In the event of an accident or an acute illness every effort will be made to notify the parent or guardian before calling the emergency contact. Students becoming ill during the program will need to be picked up by the parent or guardian.

In the event of an emergency needing immediate attention 911 will be called and the student transported in an ambulance to the hospital. The parent or guardian will be called right away in addition to seeking emergency treatment for the student.

Students attending College For Kids must be well enough to attend class and must not have any contagious condition such as head lice, rash, an eye ailment, fever, vomiting, or diarrhea. Students must be well and fully recovered before returning to College For Kids (College For Kids Parent Handbook, 2013).

**6. Describe your plan for handling emergencies include your written safety guidelines.**

In cases when a school is closed or student's dismissed early due to inclement weather or any unexpected event that impacts the safe use of the site, College For Kids will be closed (College For Kids Parent Handbook, 2013)

In the event of an accident or an acute illness, every effort will be made to notify the parent or guardian before calling the emergency contact. Students becoming ill during

the program will need to be picked up by the parent or guardian. In the event of an emergency needing immediate attention 911 will be called and the student transported in an ambulance to the hospital. The parent or guardian will be called right away in addition to seeking emergency treatment for the student.

Students attending College For Kids must be well enough to attend class and must not have any contagious condition such as head lice, rash, an eye ailment, fever, vomiting, or diarrhea. Students must be well and fully recovered before returning to College For Kids (College For Kids Parent Handbook, 2013).

Under no circumstances will any student be subjected to any type of verbal or physical abuse, neglect, or denial of restroom facilities. If during College For Kids a student displays concerning or unusual emotional or physical behavior the student's parent/guardian will be notified immediately.

All students are expected to behave in a manner that promotes the safety and well-being of themselves and other students. Please reference section on *Behavioral Expectations* in the College For Kids Parent Handbook (2013).

In accordance with California mandated reporting law, College For Kids is required by law to report cases of suspected child abuse to Child Protective Services (CPS). Information shared with College For Kids program staff is treated with confidentiality unless there is an inherent need to disclose such information for the safety and well-being a child (College For Kids Parent Handbook, 2013).

#### Saddleback College

#### Emergency Procedures Manual

<http://www.saddleback.edu/sites/default/files/uploads/police/EmergencyProceduresForWeb1-6-06.pdf>

#### Emergency Numbers to Post

<http://www.saddleback.edu/sites/default/files/uploads/police/EmergencyProcedures.pdf>

#### Emergency Operations Plan

<http://www.saddleback.edu/sites/default/files/uploads/police/DraftEOP.pdf>

#### Active Shooter

<http://www.saddleback.edu/sites/default/files/uploads/police/ACTIVE%20SHOOTER2.pdf>

**7. Describe how you keep track of which children are to be in the program on any given day. Detail your check-in and check-out procedures and explain what will be done when a child does not arrive or get picked up at a scheduled time.**

Each student's safety is paramount to the College For Kids staff. Your child is expected to arrive and check-in for attendance each day within 5 minutes sharp after school is over.

The expectation is that a child attends College For Kids every day he or she is present at school. If a child is present at school, but will not attend College For Kids after school for some reason, it is **essential** that the parent/guardian call College For Kids to report the child's absence.

Students expected to arrive and who do not arrive will institute an immediate search.

**An UNEXCUSED absence will initiate the following actions by the Instructor:**

- The school attendance office will be contacted to see if the student was absent or dismissed from school.
- The student's home will be called. If there is no answer, a message will be left.
- The parent/guardian will be called at work. If no one is available, a message will be left.
- Each parent or guardian's cell phone will be called. If no one is available, messages will be left.
- Once a student's parent/guardian has been contacted, the College For Kids program will help in the effort to locate the student, but will shift primary responsibility for locating the student to the student's parent/guardian.
- If a student's parent/guardian cannot be contacted, the student's emergency contact and/or the local police department will be sent to the student's home.

**We request parents help us to avoid unnecessary concern about a student's safety by calling to report their child's absence.**

The next day, following an absence not recorded by the school, not reported by a parent/guardian, and when an instructor has instituted a search, the parent or guardian is **required** to send a note to the Instructor verifying the student's previous absence. An unexcused absence may be recorded in cases when a parent or guardian does not notify College For Kids of a student's absence. If a child is present at school, but will not attend the College For Kids program, we request the parent please call College For Kids at (949) 582-4650 to report their child's absence. The same holds true if a child is

checked-out early from school or does not attend school that day, please call College For Kids to report the absence of your child at the same number.

*\*\*\*After the third unexcused absence, a student will be dis-enrolled and uninvited to attend the College For Kids program.*

**Absences are excused for the following reasons:** any absence a parent or guardian notifies College For Kids about in advance, the school attendance office has the absence recorded for that day and College For Kids was notified by parent or guardian, personal illness, all medical appointments, death in the family, or attendance at funeral services.

Students suspended from the regular school day are NOT permitted to attend College For Kids for the duration of their suspension from school. If a student is expelled from a school site, he or she will be dis-enrolled from College For Kids and is NOT permitted to attend (College For Kids Parent Handbook, 2013).

Please also reference *Hours of Operation* and *Tuition and Scholarships* in the College For Kids Parent Handbook.

**8. Submit a copy of your parent's handbooks and Policies and Procedures manual**

See attached.

**9. Describe any programs that you have available for children during school vacations and early release days. Include your written plan for sports camps and activities.**

College For Kids will not be in session during school holidays or any other day in which school is not in session. Parents are directed to reference the school calendar to determine their child's school holiday schedule (College For Kids Parent Handbook, 2013).

College For Kids starts promptly after school and is open days that school is in session. On minimum days, College For Kids will begin within 5 minutes right after school. All procedures are the same for minimum days except students will be picked up after the normal College For Kids program duration and **NOT** during the regular College For Kids dismissal time. Attendance on minimum days is expected or an absence may be



recorded as "Unexcused" if there is no reason for the absence (College For Kids Parent Handbook, 2013).

For sports camps and activities, please see the *Summer camp offerings - Sport camps and activities* area above.

**10. Describe your policy for situations when a parent picks up a child earlier or later than the scheduled time. What are your safety procedures on unauthorized person pick-Up**

In order to gain the maximum benefit from College For Kids and to decrease program interruptions, parents are encouraged to allow their child to attend the whole class time. In cases of early release, a student will only be released to the parent or guardian on file, valid photo identification must be presented, and the student must be signed-out in person with the College For Kids Instructor at the school (College For Kids Parent Handbook, 2013).

In order that students have enough time to gather their items and for parents/guardians to sign-out students, parents/guardians are requested to arrive 5 minutes before the end of the program. Student's will not be released to anyone other than a parent, guardian, or other person listed on the student's registration form unless the parent or guardian makes prior pick-up and sign-out arrangements directly with the instructor. College For Kids staff will ask for identification from anyone picking up a child. Parents (or other designated guardian) are notified to bring a photo ID. In many cases, parents/guardians may also need to have signed-in at a school site's front office (College For Kids Parent Handbook, 2013).

Students are expected to be picked-up on time when the program is over. Parent/guardian should be prompt in picking up the child as this can quickly become very stressful for a child when he or she sees other children leaving and does not see his or her parent/guardian. Students are always supervised and late fees will be incurred for any student left beyond the end of the program. The parent/guardian will be expected to pay the late pick-up fee by the conclusion of the next class or the student will be unable to attend until the incurred late fee is paid in full. An immediate notice of late pick-up fees will be incurred and placed on any parent/guardian account when a child is left after program hours.

**Fees and actions will be:**

1-14 minutes late = \$10.00

15-19 minutes late = \$20.00

20 minutes late and no parent-to-Instructor contact = initiates a call to the local police and \$25 late fee

We request that parents assist their child and the instructor by picking your child up on time. Promptness helps not only the child, but also program staff in avoiding the hassle of needing to institute late pick-up charges on an account. We want this to be a wonderful experience for the parent and child through creating a partnership that includes children being picked-up on time upon program conclusion. Late fees are payable directly to Saddleback College. NO cash will be collected by a College For Kids Instructor. A College For Kids Instructor may only accept a check made payable to Saddleback College. Cash and credit card payments are accepted only at the Community Education office at Saddleback College in Mission Viejo, California. If a parent has incurred a late pick-up fee on their account, we request they please call the office at (949) 582-4646 to arrange for payment of the late pick-up fee. After two occurrences of a student being left after program hours, the student will be automatically dropped from the program. Late pick-up fees incurred will still be due (College For Kids Parent Handbook, 2013).

### **STAFFING**

**11. Describe how you locate, and monitor the instructors that participate in the Program. Please provide your Application and describe the process used to hire instructors. CUSD staff will be given priority consideration for selection as instructors for program offerings.**

#### **Locate Instructors**

Programs are developed and offered in response to community needs as identified by feedback from participants, enrollment history, popularity of similar programs offered elsewhere and current trends. We use various means to locate and attract high quality instructors to our program. We solicit instructors based on need and dependent upon on the subject matter, we seek instructors from the college faculty and from the community at large. We also use our catalog, website, and recommendations from others as a means of attracting qualified instructors.

#### **Monitor Instructors**

We use multiple means to monitor and evaluate our instructors. For our youth programs, we survey our participants [parents] using Class Climate, an anonymous online survey tool, to measure participants' experience with registration, programming,

and instruction. We also attend parent meetings to speak with our participants' parents to receive feedback first hand and we conduct bi-annual advisory meetings where we bring in our partner school representatives to help us examine our strengths, weaknesses, opportunities, and threats. Further we closely evaluate any and/all feedback we receive in our office. We address any matters of concern with our instructors immediately in an effort to resolve any issues needing addressing.

### **Application and Process**

Our proposal form [application] and process are available on our website. The form can be completed online or can be downloaded and submitted in hardcopy. Proposals are accepted throughout the year but a committee convenes to review proposals three (3) times per year. Potential instructors, whose proposals have successfully made it through the committee review, will be invited to the office for an interview and short presentation. Interviews can last up to 40 minutes in length and items to be shared include program content/curriculum, materials if applicable, teaching and professional experience, experience in working with children and parents, schedule availability, and a proposed marketing plan. Additional details are discussed such as class description changes, program evaluation, facility needs, maximum number of students, contract negotiations, and vendor [and sub-contractor] processing.

All instructors and sub-contractors must complete the following items: volunteer forms [sub-contractors only], livescan fingerprinting clearance, instructor/company biography, IRS W-9 form (including Employer Identification Number), and certificate of insurance naming the South Orange County Community College District as additionally insured.

Pending board approval and processing of all above stated items, Educational Services Agreements are executed, and registration and marketing begins. Instructors are paid on a 50/50 net split (unless otherwise stated) and are paid through an open purchase order. Instructors who are hired as Non-Bargaining Unit (NBU) employees, the same application process applies however district human resource policies apply which includes successful completion of a district orientation.

### **Priority**

Priority will be given to CUSD staff when the selection of program instruction occurs.

**12. Describe the qualifications that the instructor is required to have. Include educational level, experience with children, first aid certification, etc. Describe your policy for checking the validity of applications and the requirement to complete a criminal records check.**

**Qualifications**

Instructors are expected to exhibit a high level of professionalism and have sufficient programming experience to offer high-quality programs to the community. That experience ranges from the offering of classes in short-term, long-term, and on an as needed basis. Qualifications as outlined below are also included in the Instructor Expectations Agreement and are the same for all instructors and sub-contractors. Engagement is contingent upon full understanding and compliance of all policies, procedures, and safety guidelines as outlined by the district. Failure to comply with any portion of the qualifications will nullify any partnership.

**Educational Level:** As an institution of higher learning it is desired that all instructors have an educational level of an associate's degree or above. However, successful professional experience is valued and therefore we will partner with instructors and organizations that exhibit a high level of professional experience that is appropriate for their area of expertise. Further we will require that all vendor sub-contractors be selected based off of our required criteria.

**Experience with Children:** It is expected that all instructors, including sub-contractors, have had successful experience with working with children and parents. It is sometimes appropriate to hire recreational aides to assist with programs and these entry-level positions may involve individuals with limited work or volunteer experience. In these cases, individuals will be properly trained to fulfill their assigned duties.

**First Aid Certification:** Program staff are to be CPR and First Aid certified.

**Validity of Applications:** All class proposals go through a review process as outlined in STAFFING sec.11. References will be checked for new instructors. Contractors will be required to conduct reference checks of their new staff members.

**Criminal Records Check:** All instructors, sub-contractors, and volunteers over the age of 18 will be required to be live scanned in our district and will not be able to participate until they are cleared through the human resources department.

**13. Describe the proposed management of the Program as specifically as possible. The credentials and experience of all members of your proposed team should be detailed.**

For the proposed **College For Kids After School Academy**, Saddleback College Community Education has an experienced management team and staff who will oversee the implementation of the program.

**Tod A. Burnett, Ed.D.**

President, Saddleback College

Dr. Burnett has served as president of Saddleback College since 2008. As president, Dr. Burnett is the chief executive officer managing a \$95 million budget and 1,350 employees that serve over 40,000 students each year from the south Orange County region. Founded in 1968 and located on 200 acres in Mission Viejo, Saddleback is one of the leading transfer and career technical education institutions in California offering 300 high quality degree and certificate programs.

Previously, Dr. Burnett was vice chancellor for the California Community Colleges—the largest higher education system in the world, with 112 colleges and over 2.5 million students annually. In this capacity, he coordinated implementation of the first system-wide strategic plan, led the first system-wide emergency planning and preparedness effort, and improved system-wide communication. He was also integral in facilitating a \$70 million private philanthropic gift for student scholarships from the Bernard Osher Foundation which was the nation's largest gift ever made to the community colleges.

Dr. Burnett has a long history of community service. He currently serves on the board of directors of the South Orange County Chamber of Commerce, California Community College Athletic Association, and Saddleback College Foundation. He also serves on the Southern California Army Advisory Council, Orange County Business Council Education Committee, Community College League of California Advisory Committee on Legislation, Brandman University School of Education Advisory Council, and 2-1-1 Orange County Advisory Council. Dr. Burnett is a member of many business, education, community, and professional organizations and is a frequent guest speaker at local, state, and national conferences, workshops, and symposiums.

Dr. Burnett holds an Education Doctorate Degree in Organizational Leadership from Pepperdine University, Master of Business Administration from the University of Southern California and Bachelor of Arts in Political Science/Administrative Studies from the University of California, Riverside. He also has a Certificate for Senior Executives in State and Local Government from the Kennedy School of Government at Harvard University.

**Estella Castillo-Garrison, Ed.D**

Director of Community Education, Saddleback College

Dr. Castillo-Garrison is Director of Community Education at Saddleback College and brings to the position over 10 years of experience in education and education

management. As principal administrator of the Community Education program, Dr. Castillo-Garrison is responsible for extensive youth academic, aquatic, recreation and adult not-for credit programming at the college. As Director of Community Education, Dr. Castillo-Garrison is responsible for all planning, organizing, coordinating and directing of a comprehensive self-supporting community education program with an annual budget of over 1.8 million dollars and yearly enrollment of more than 10,500. She is responsible for overseeing all not-for-credit classes and activities consistent with identified community interests and needs not met by traditional college programs. Dr. Castillo-Garrison provides leadership and direction in developing curriculum and promoting programs and services through public relations and outreach efforts, and is responsible for all recruiting and evaluation of subject matter experts to conduct activities and programs as well as hiring 200+ annual short-term staff and contractors. Additionally, Dr. Castillo-Garrison supervises Community Education permanent staff and directs all administrative processes including registration, fee collection, accounting, purchasing, printing and support for classes and programs.

Dr. Castillo-Garrison holds an Education Doctorate Degree in Educational Leadership, Administration and Policy from Pepperdine University in Los Angeles, Master of Arts in Education from Central Michigan University, Mount Pleasant, MI and a Bachelor of Science in Social Psychology from Park University, Parkville, MO.

**Laura Robinson, M.S.**

Special Project Coordinator [Developer] Youth Programs (proposed)

Ms. Robinson brings over 10 years of experience in working with multicultural children and adolescents to the position. Ms. Robinson holds a Master of Science Degree in Counseling with a specialization in Educational Counseling and a valid Pupil Personnel Services Credential in California. She brings 5 years of direct public school counseling experience to the position in addition to previous experience in University Administration where she was responsible for oversight of all facets of day-to-day operations, hiring faculty, course scheduling, and student advising. As a California Credentialed Teacher with undergraduate educations in English and Education, Ms. Robinson has worked in a variety of settings with school-aged students in public school settings. Currently, Ms. Robinson is a third year Doctor of Psychology student focusing on issues surrounding Posttraumatic Stress Disorder (PTSD) and child and adolescent development.

Ms. Robinson in the proposed position of Special Project Coordinator will be responsible for day-to-day oversight, and timely completion of all components of the program planning and implementation including vendor recruitment and contracting, school site and CUSD liaison, and marketing and outreach.

**Project Specialist (TBD)**

The Project Specialist will provide program support to the Program Coordinator and Director of Community Education for all aspects of the CUSD After School Enrichment Program.

**Project Specialist Qualifications:** Project Specialist will have at least a high school diploma two years' clerical experience in an office or educational setting and Spanish language fluency.

**14. What ratio of instructor to student will you maintain? How do you plan to handle instructor absenteeism?**

**Instructor to Student Ratio**

Instructor/ student ratios are dependent upon the age of participants and the classes/activities being offered. Generally lower grade levels and high complex curriculum/subjects will result in a lower student ratio.

**Absenteeism**

As outlined in the Instructor Expectations Agreement, time off/punctuality are described:

- Any vacations must be approved by Special Project Coordinator or associated Contractor, so that appropriately staffing can occur. You are required to provide a two week notice for time off. You must talk to the Special Project Coordinator or associated Contractor in person if you need to request time off. Depending on coverage, time off requests may or may not be approved.
- **\*Calling in sick\***
  - You are required to find your own approved substitute and inform the coordinator or associated Contractor
  - You must personally call in and talk to either. Leaving a message **DOES NOT** count. Do not have anyone else call in for you (i.e. parent, friend). Documentation may be required in the case of illness.
- You are expected to arrive on time for all scheduled shifts. You must be ready to work at your start time.
- Unauthorized absences/tardies may result in termination or exclusion from the program.

## **15. FEES**

**Describe the proposed fee structure for your program and state your fees.**

**Include information about:**

- **Registration fees**
- **How fees will be charged (hourly, daily, weekly, other)**
- **Services included in the fee**
- **Any supplemental costs (breakfast, snacks, materials, etc.)**
- **Is there a fee adjustment based on the number of children enrolled for an activity within the Program?**
- **Is there a fee adjustment for multiple children from one family? Please explain.**
- **Are you able to provide a sliding fee based on income?**
- **Financial/accounting plan of how instructors will be paid, parent refunds, cancellation of classes.**

### **Registration**

All students must be pre-registered. Enrollment is open to all students' kindergarten through eighth grades. Program enrollment is conducted on a first-come, first-served basis and spaces are limited. Students unable to be enrolled for a session, in which they have registered due to spaces being full, will be placed on the waitlist in the order in which the application was received. Only the parent or legal guardian of a child can register the child because a liability waiver must be agreed to and signed at the time of registration.

For more program information or to view registration online please go to <http://www.saddleback.edu/ce/> or call (949) 582-4646, or visit the Community Education Office at Saddleback College.

### **Fees (hourly, daily, weekly, other)**

Fees are based on the type of classes/activities being offered and are calculated based on the amount of days and hours a program is being offered.

College For Kids program tuition is the same for all students. **Payment is due in advance of services.** Once the program has started, on and including the first day, there are no refunds or credits. Each student's slot in the program is reserved for him or her only.



Tuition is refundable up to three days before the first class day of the College For Kids program. Parent/Guardian must place in writing the intent to dis-enroll and request a tuition refund once a child is officially registered. There is a \$10 processing fee on all refunds. Refunds take four weeks to process and a check will be mailed to the parent or guardian on file less the \$10 processing fee. No cash refunds are given.

A limited amount of scholarships are available for students with demonstrated financial need. If a parent is interested in learning more or applying for scholarship consideration we direct them to please reference the contact information under the Registration section. If a student awarded a scholarship is unable to attend the funds will be utilized for another student in need of scholarship. There are no refunds on scholarships.

### **Services Included**

Fees include registration for the class/activity. Additional fees may apply for materials or supplies.

### **Supplemental Costs** (breakfast, snacks, materials, etc.)

When applicable, fees for snacks or materials will be advertised and collected.

### **Adjusted Fees**

In the summer, College For Kids offers academic, recreational enrichment activities and sports camps on the Saddleback College campus. Families enrolled in College For Kids during the school year will be offered a one-time, flat-rate discount for summer programs (College For Kids Parent Handbook, 2013).

### **Financial/Accounting Plan**

Instructor/contractors are paid out on a 50/50 net split (unless otherwise stated) and are paid out through an open purchase order to their organization. Instructors' hired as Non-Bargaining Unit (NBU) employees, will undergo the same application process but may be paid out on an hourly basis through the district payroll department. Human resources policies apply which includes successful completion of a district orientation.

### **Parent Refunds**

Tuition is refundable up to three days before the first class day of the College For Kids program. Parent/Guardian must place in writing the intent to dis-enroll and request a tuition refund once a child is officially registered. There is a \$10 processing fee on all refunds. Refunds take four weeks to process and a check will be mailed to the parent or guardian on file less the \$10 processing fee. No cash refunds are given.

### **Class Cancellations**

In most cases we require a minimum number of students for a class/activity to be held. Parents will be notified by telephone if a class/activity is canceled. The Community Education department reserves the right to cancel classes with insufficient enrollment. If we have to cancel a class, parents can request a full refund or transfer to another class of their choice, space permitting.

Saddleback College Community Education makes every effort to maintain the schedule of classes as published on our website and/or in our catalog. However, we reserve the right to cancel, change instructors, switch rooms, and combine classes when necessary without previous announcement. Saddleback College Community Education is not bound by printing errors on our website and/or catalog.

**16. Describe fee proposal for facility use.**

**Non-Profit Status**

As part of Saddleback College, the Community Education department qualifies for non-profit status. According to the provided *Use of School Facilities Fee Schedule* (Effective 6/1/2010), the proposed facility use fee would be \$7 per hour for classroom use.

**Reciprocity/Scholarship Proposal**

Saddleback College and CUSD have shared a reciprocity agreement in which facility use fees have been waived. Waived facilities use fees will allow Saddleback College Community Education to offer classes/activities to CUSD at a lower rate.

It is proposed that in lieu of paying CUSD facility use fees, a scholarship program will be developed at the rate of \$7 per hour (rate of facilities use). The scholarship fund will support students who have demonstrated financial need.

**CONCLUSION**

**17. Describe what other benefits and/or products your Program could provide the District.**

**Benefits**

As proposed in the sec.16 above, the reciprocity agreement that our two districts share would allow both programs to better serve our students by offering a scholarship fund to support students who have demonstrated financial need. This partnership will further advance the missions of both districts, strengthen the partnership between the two

districts, allow for further collaboration across other areas, and bring the college experience to more students in our area.

### **Products**

As an institution of higher learning, Saddleback College offers an array of educational opportunities to students and parents.

<b>18. Summarize what you believe to be the major strengths of your program.</b>
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### **Strengths**

Since the 1970s (Youth Aquatics) and 1980s (College For Kids), Saddleback College Community Education has successfully been serving the needs of the South Orange County community. Our extensive experience and established infrastructure allows us the opportunity to scale up our operation and expand out to offer school site after-school enrichment programs.

As a public institution of higher learning with non-profit status, we are perfectly aligned with the mission of the CUSD to “prepare students to achieve academic and personal success while becoming responsible citizens and lifelong learners” (CUSD, Mission and Vision Statements, 2010)

Our self-sustaining business model status allows us flexibility and leads to more effective and efficient programming.

We currently share several of the same instructors that offered classes/activities in the recent CUSD ACE program. This will allow for a smooth transition.

<b><u>19. Experience</u></b>
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**References:**

**Provide a list of contracts from the past five (5) years for services similar in scope to this proposal showing evidence of successful operation of an after school program within a school district. Include a minimum of three (3) educational client references with whom you have contracted within the last three (3) years. List must include the following information for each contract.**

## References

Saddleback College Community Education provides services to the South Orange County community by providing fee-based classes in a variety of disciplines for all ages. Saddleback College has partnered with various local education institutions to provide enhanced educational opportunities for students in middle school through high school. Provided below are references which support examples of these successful partnerships with the local educational community.

### 1. CTE Collaborative Grant

Coastline ROP  
1001 Presidio Square, Costa Mesa, California 92626

*Contact Name:* Merry Kim, Project Specialist, 714- 979-1955

*Dates of Service:* Partnered on California Community College Chancellor's Office CTE Collaborative grant for over four years (2008- current)

*Description of service:* The CTE Collaborative grant funds activities to support the development and implementation of pathways to help prepare and guide students' interested in pursuing careers CTE disciplines.

*Contract amount-* not applicable

### 2. High School Partnership Program

San Juan Hills High School  
29211 Vista Montana, SJC, CA

*Contact:* Tom Ressler, Principal, 949-234-5900

*Dates of Service:* 2011- current

*Description of service:* In cooperation with local high schools, Saddleback College (SC) has initiated the development of the High School Partnership Program to better prepare students for the rigors of college coursework leading to success after high school. The program provides recommended pathways for students and suggested roles for the college, high schools, students, and parents. Working collaboratively with local high schools, SC guarantees that students who follow the recommended pathways will be prepared for success whether they seek to enter college, the workforce, or the military.

*Contract amount:* not applicable

**3. Healthcare Career Readiness Grant**

Saddleback College/ California Community College Chancellor's Office  
28000 Marguerite Parkway, Mission Viejo CA 92692

*Contact:* Dr. Donna Rane-Szostak, Dean Health Sciences & Human Services  
949-582-4324

*Dates of Service:* January 2012- current

*Description of service:* Grant funded not-for-credit summer program designed to prepare first time college students/ recent high school graduates for college level health careers curriculum and exposure to various career opportunities in the health/medical industries.

*Contract amount:* not applicable

**20. Additional Data: Provide additional information about your company as it may relate to this RFP. Include letters of reference or testimonials if appropriate. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the evaluation teams in understanding your qualifications and expertise.**

Saddleback College is a State of California funded public institution for higher education. Saddleback College has been the first choice for higher education and training in South Orange County since 1968. More than 500,000 alumni can attest to the quality of our academic and career training programs that enable students to successfully achieve their educational, professional, and personal goals. Our rich academic traditions and strong reputation make Saddleback College an ideal place for students seeking associate degrees and certificates, transferring to four-year colleges and universities, preparing for the workforce, or pursuing lifelong learning opportunities.

Saddleback College is fully accredited, offering over 300 associate degrees, certificates, and occupational skills awards in 190 program areas taught by a faculty renowned for its expertise, experience, and commitment to student success. Study abroad, cooperative work experience, online learning, and honors are just some of the additional programs we offer for a well-rounded educational experience.

The Community Education program complements the academic curriculum by offering short-term, fee-based classes that are not-for-college credit. Community Education

classes for children and adults are developed and offered in response to community need as identified by feedback from participants, enrollment history, popularity of similar programs offered elsewhere, and current trends. The program is self-supporting, receives no funds from Saddleback College or the State of California, and is separate from the academic offerings of the College.

Saddleback College is supported through the professionalism of a 1200+ team comprised of full time faculty, adjunct faculty, classified staff and academic and classified administrators. All permanent staff of Saddleback College has access to skills development opportunities within the college, tuition reimbursement for courses specific to their college assignment as well as classified senate and academic senate funded opportunities to attend specialized workshops and or conferences in their field.

The following references are provided as evidence of Community Education's commitment to excellence and client service within the college community and the greater South Orange County community.

#### College For Kids Parent Survey Comments

*I was impressed with how well everything was organized and how much help was available for the kids if they needed it.*

*I like that classes are offered at different times and sessions to give us scheduling options.*

*So well organized and fun for the kids no matter what class they took. The teachers were wonderful!*

*Wow! My daughter wants to take four classes next year, instead of two.*

*How easy it is ...Registering, parking, pick up ....not stressful, and that is unusual for a summer program!!!*

*Lots of interesting classes, both academic and fun!*

*The campus felt safe with lots of staff present.*

*The cost was so affordable!*

#### Youth Aquatics Parent Survey Comments

*As always, a great value for the money!*

*Staff did a fantastic job, thanks for teaching my son to swim!*

*We plan to return next summer!*

*Flexible schedule – lots of choices and times!*

*Great instructors that like to work with kids.*

*Classes are more comprehensive than other programs we looked at, and that*

*plus the price is why we chose this program.  
It's a fantastic value for the price!*

**21. Certification - Complete, sign, and date the enclosed "Certification" with this RFP.**

See attached.

**22. Certification by Contractor of Criminal Records Check - Pursuant to Education Code 45125.1, complete, sign, and date the enclosed form included with this RFP.**

See attached.

**23. Insurance - Vendor agrees to carry a comprehensive general and automobile liability insurance with limits of Ten Million Dollars (\$10,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect vendor and District against liability or claims of liability, which may arise out of the agreement. In addition, vendor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the actual start date, vendor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Vendor agrees to name District and its officers, agents and employees as additional insureds under said policy. Provide a written statement agreeing to carry above coverages.**

Earl Pagal, District Risk Manager for South Orange County Community College District reviewed the insurance requirements as stated in the RFP. If Saddleback College is selected by CUSD, then we can provide a Certificate of Insurance naming CUSD as an Additional Insured to our liability policy according to the terms as stated in the RFP.

Earl Pagal  
District Risk Manager  
Office of Risk Management and Benefits  
949-582-4512  
Fax: 949-364-0949

**24. W-9 Form - All vendors awarded a contract must provide the following documentation to the District:**

**25. IRS W-9 Form (Taxpayer Identification Number), Revised October 2007**

See attached.

**26. Non-collusion Declaration - Complete, sign and date the enclosed form included with this RFP.**

See attached.

**27. Conflict of Interest - Complete, sign and date the enclosed form included with this RFP.**

See attached.

**28. Tobacco Use Policy - Complete, sign and date the enclosed form included with this RFP.**

See attached.

**29. Drug Free Workplace Certification - Complete, sign and date the enclosed form included with this RFP.**

See attached.

**30. Required Submittals**

**Written safety guidelines**

**Parents Handbook**

**Policies and Procedures Manual**

**Instructor Application [Proposal Form]**

**Sample of ID Badge**

**Written statement agreeing to carry required insurance coverage**



**CERTIFICATION  
REQUEST FOR PROPOSAL  
RFP NO. 1-1314 AFTER SCHOOL ENRICHMENT, ACTIVITIES, AND CAMPS PROGRAM  
PROVIDERS  
FOR THE CAPISTRANO UNIFIED SCHOOL DISTRICT**

I certify that I have read the attached **Request for Proposal – RFP No. 1-1314 After School Enrichment, Activities, and Camps Program Providers for Capistrano Unified School District**, and the instructions for submitting an RFP. I further certify that I must submit one (1) original and three (3) copies of the company's proposal in response to this request, completed Certification by Contractor of Criminal Records Check, Non-Collusion Declaration, Conflict of Interest, Tobacco Use Policy, Drug Free Workplace Certification, W-9 Form, and all required submittals, and that I am authorized to commit the company to the proposal submitted.

  
Signature

Dr Debra Fitzsimons  
Typed or Printed Name

Vice Chancellor, Business Services  
Title

South Orange County Community College District  
Company

\_\_\_\_\_  
Address

28000 Marguerite Parkway, MV CA 92692  
Address

949-582-4664  
Telephone

\_\_\_\_\_  
Fax

MAR 25 2013  
Date

dfitzsimons@socccd.edu  
E-Mail Address

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

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

To the Board of Trustees of Capistrano Unified School DISTRICT:

I, Debra Fitzsimons - SOCCCD certify that:  
(Name of Contractor)

- I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.
- Due to the nature of the work I will be performing for the DISTRICT, my employees  will OR  will not have contact with students of the District.
- My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
- None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections §667.5 and §1192.7. This determination was made by a fingerprint check through the Department of Justice and the Federal Bureau of Investigation.

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

Executed at Mission Viejo, California on 3-25-2013 (City)

Debra L. Fitzsimons  
Signature

Dr. Debra Fitzsimons  
Typed or printed name

Vice Chancellor, Business Services  
Title

28000 Marguerite Parkway, MV CA 92692  
Address

949-582-4664  
Telephone

## 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) <b>South Orange County Community College District (SOCCCD)</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Public School (Community College)</b>	
	Address (number, street, and apt. or suite no.) <b>28000 Marguerite Pkwy</b>	Requester's name and address (optional)
	City, state, and ZIP code <b>Mission Viejo, CA 92692</b>	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 the "Name" line 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.

<b>Social security number</b>									
<b>Employer identification number</b>									
9	5	-	2	4	7	9	8	7	2

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- 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.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>K. Burson</i>	Date ▶ <i>1/9/13</i>
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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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

**NONCOLLUSION DECLARATION**  
**IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 7106**

The undersigned declares:

I am the VC, Business Services of SOCCLD, 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 3-25-2013 [date], at Mission Viejo [city], California [state].

  
Signature

Dr. Debra Fitzsimons  
Print Name

**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 Dr. Debra Fitzsimons  
SIGNATURE AND DATE *Debra Y. Fitzsimons* MAR 25 2013  
TITLE OF OFFICER Vice Chancellor, Business Services  
NAME OF COMPANY South Orange County Community College District

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 25th, March 20 13; in the (Month)

Mission Viejo, California  
(City) (State)

Debra Fitzsimons  
(Signature)

Dr. Debra Fitzsimons  
(Printed Name)

Vice Chancellor, Business Services  
(Title)

**TOBACCO USE POLICY**

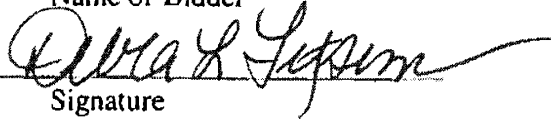
In the interest of public health, the Capistrano Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Capistrano Unified School District. Failure to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

Dr. Debra Fitzsimons - SOCCCD

Name of Bidder



Signature

MAR 25 2013

Date

**DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) Establishing a drug-free awareness program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace;
- 2) The person's or organization's policy of maintaining a drug-free workplace;
- 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

SOC CCD  
NAME OF CONTRACTOR

Debra K. Yeff Signature

Dr. Debra Fitzsimons  
Print Name

Vice Chancellor, Business Services  
Title

MAR 25 2013 Date



## Cost Proposal

Describe fee proposal for facility use.

### **Non-Profit Status**

As part of Saddleback College, the Community Education department qualifies for non-profit status. According to the provided *Use of School Facilities Fee Schedule* (Effective 6/1/2010), the proposed facility use fee would be \$7 per hour for classroom use.

### **Reciprocity/Scholarship Proposal**

Saddleback College and CUSD have shared a reciprocity agreement in which facility use fees have been waived. Waived facilities use fees will allow Saddleback College Community Education to offer classes/activities to CUSD at a lower rate.

It is proposed that in lieu of paying CUSD facility use fees, a scholarship program will be developed at the rate of \$7 per hour (rate of facilities use). The scholarship fund will support students who have demonstrated financial need.

2012-2013

CFK

## PARENT HANDBOOK & POLICIES AND PROCEDURES

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## FOREWORD

Dear Parent or Guardian,

Welcome to College For Kids!

This handbook is designed to give parents and guardians helpful insight about the College For Kids program. Please take a few minutes to read through the parent handbook as it contains detailed program information and is a quick reference for many of the questions you may have. We encourage you to keep the handbook in a safe place for easy reference.

College For Kids strives to provide fun, enriching activities aimed towards increasing your child's intellectual, social, and recreational needs. We have organized a relaxed atmosphere aimed at encouraging each child's self-confidence while working to stimulate your child's creativity and critical thinking skills. Our goal is to provide a safe, fun, and affordable program, offering age appropriate activities for your child, under the leadership of caring, competent and trustworthy program staff.

We welcome any questions or comments you may have. We are excited for the opportunity to have your child as part of our program and look forward to a collaborative partnership with you for your child.

Welcome aboard!

### **College For Kids Program Contact Information:**

College For Kids program office is located at:  
Saddleback College Community Education  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

For concerns about your child and/or questions about policies or staffing, please call the Program Coordinator at (949) 582-4980

To report an absence, a change of pickup information, or a pickup delay, please call (949) 582-4650

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## **Mission Statement**

Saddleback College Community Education strives to be a forward thinking department serving the needs of the south Orange County community by providing an array of high-quality classes and activities that promote life-long learning and personal success.

## **Registration**

All students must be pre-registered. For more program information or to register please go to <http://www.saddleback.edu/ce/>, call (949) 582-4646, or visit the Community Education Office at Saddleback College.

## **Enrollment**

Enrollment is open to all students' kindergarten through eighth grades. Program enrollment is conducted on a first-come, first-served basis and spaces are limited. Students unable to be enrolled for a session, in which they have registered due to spaces being full, will be placed on the waitlist in the order in which the application was received.

## **Programming**

Through a carefully designed schedule of educational, enriching, and recreational activities, College For Kids strives to meet each student's need for both intellectual and physical activities. Most classes or activities within College For Kids meet a minimum of once per week for a period of four to eight weeks. Class offerings vary depending upon site need and each class ranges from two to three hours in length. A schedule of activities will be given to parents upon registration or upon request in cases when a student is not yet registered.

In the summer, College For Kids offers academic, recreational enrichment activities and sports camps on the Saddleback College campus. Families enrolled in College For Kids during the school year will be offered a one-time, flat-rate discount for summer programs.

## **Hours of Operation**

College For Kids starts promptly after school and is open days that school is in session.

On minimum days, College For Kids will begin within 5 minutes right after school. All procedures are the same for minimum days except students will be picked after the normal College For Kids program duration and **NOT** during the regular College For Kids dismissal time. Attendance on minimum days is expected or an absence may be recorded as "Unexcused" if there is no reason for the absence.

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## **Tuition and Scholarships**

College For Kids program tuition is the same for all students. **Payment is due in advance of services.** Once the program has started, on and including the first day, there are no refunds or credits. Each student's slot in the program is reserved for him or her only.

Tuition is refundable up to three days before the first class day of the College For Kids program. Parent/Guardian must place in writing the intent to disenroll and request a tuition refund once a child is officially registered. There is a \$10 processing fee on all refunds. Refunds take four weeks to process and a check will be mailed to the parent or guardian on file less the \$10 processing fee. No cash refunds are given.

A limited amount of scholarships are available for students with demonstrated financial need. If you are interested in learning more or applying for scholarship consideration please reference the contact information under the Registration section. If a student awarded a scholarship is unable to attend the funds will be utilized for another student in need of scholarship. There are no refunds on scholarships.

---

## **Attendance**

Each student's safety is paramount to the College For Kids staff. Your child is expected to arrive and check-in for attendance each day within 5 minutes sharp after school is over.

The expectation is that your child attends College For Kids every day he or she is present at school. If your child is present at school, but will not attend College For Kids after school for some reason, it is **essential** that you call College For Kids to report your child's absence.

Student's expected to arrive and who do not arrive will institute an immediate search.

**An UNEXCUSED absence will initiate the following actions by the Instructor:**

- The school attendance office will be contacted to see if the student was absent or dismissed from school.
- The student's home will be called. If there is no answer, a message will be left.
- The parent/guardian will be called at work. If no one is available, a message will be left.
- Each parent or guardian's cell phone will be called. If no one is available, messages will be left.
- Once a student's parent/guardian has been contacted, the College For Kids program will help in the effort to locate the student, but will shift primary responsibility for locating the student to the student's parent/guardian.
- If a student's parent/guardian cannot be contacted, the student's emergency contact and/or the local police department will be sent to the student's home.

**Please help us to avoid unnecessary concern about a student's safety by calling to report your child's absence.**

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### Attendance Continued...

The next day, following an absence not recorded by the school, not reported by a parent/guardian, and when an Instructor has instituted a search, the parent or guardian is **required** to send a note to the Instructor verifying the student's previous absence.

An unexcused absence may be recorded in cases when a parent or guardian does not notify College For Kids of a student's absence. If your child is present at school, but will not attend the College For Kids program, please call College For Kids at (949) 582-4650 to report your child's absence. The same holds true if your child is checked-out early from school or does not attend school that day, please call College For Kids to report the absence of your child at the same number.

**\*\*\*After the third unexcused absence, a student will be disenrolled and uninvited to attend the College For Kids program.**

**Absences are excused for the following reasons:** any absence a parent or guardian notifies College For Kids about in advance, the school attendance office has the absence recorded for that day and College For Kids was notified by parent or guardian, personal illness, all medical appointments, death in the family, or attendance at funeral services.

Students suspended from the regular school day are NOT permitted to attend College For Kids for the duration of their suspension from school. If a student is expelled from a school site, he or she will be disenrolled from College For Kids and is NOT permitted to attend.

Please also reference *Hours of Operation* and *Tuition and Scholarships*.

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### Early Release

In order to gain the maximum benefit from College For Kids and to decrease program interruptions, parents are encouraged to allow their child to attend the whole class time. In cases of early release, a student will only be released to the parent or guardian on file, valid photo identification must be presented, and the student must be signed-out in person with the College For Kids Instructor at the school.

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### Sign-out Procedures

In order that student's have enough time to gather their items and for parents/guardians to sign-out students, parents/guardians are requested to arrive 5 minutes before the end of the program. Student's will not be released to anyone other than a parent, guardian, or other person listed on the student's registration form unless the parent or guardian makes prior pick-up and sign-out arrangements directly with the Instructor. College For Kids staff will ask for identification anyone picking up a child. Please bring your photo ID. In many cases, parents/guardians may also need to have signed-in at a school site's front office.

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## **Late Pick-up Policy and Fees**

Students are expected to be picked-up on time when the program is over. Please be prompt in picking up your child as this can quickly become very stressful for a child when he or she sees other children leaving and does not see his or her parent/guardian. Students are always supervised and late fees will be incurred for any student left beyond the end of the program. The parent/guardian will be expected to pay the late pick-up fee by the conclusion of the next class or the student will be unable to attend until the incurred late fee is paid in full. An immediate notice of late pick-up fees will be incurred and placed on any parent/guardian account when a child is left after program hours.

### **Fees and actions will be:**

1-14 minutes late = \$10.00

15-19 minutes late = \$20.00

20 minutes late and no parent-to-Instructor contact = initiates a call to the local police and \$25 late fee

Please assist your child and the Instructor by picking your child up on time. Your promptness helps not only your child, but also program staff in avoiding the hassle of needing to institute late pick-up charges on your account. We want this to be a wonderful experience for you and your child through creating a partnership that includes your child being picked-up on time upon program conclusion.

Late fees are payable directly to Saddleback College. NO cash will be collected by a College For Kids Instructor. A College For Kids Instructor may only accept a check made payable to Saddleback College. Cash and credit card payments are accepted only at the Community Education office at Saddleback College in Mission Viejo, California. If you have incurred a late pick-up fee on your account, please call the office at (949) 582-4646 to arrange for payment of your late pick-up fee.

After two occurrences of a student being left after program hours, the student will be automatically dropped from the program. Late pick-up fees incurred will still be due.

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## **School Holidays**

College For Kids will not be in session during school holidays or any other day in which school is not in session. Please reference the school calendar to determine your child's school holiday schedule.



## Emergency Dismissal Procedures

In cases when a school is closed or student's dismissed early due to inclement weather or any unexpected event that impacts the safe use of the site College For Kids will be closed.

## Behavioral Expectations

College For Kids works to provide a safe, fun, and enriching environment for all participants. In order to maintain this standard, all students are expected to uphold school rules during the program. Students are expected to behave in a manner promoting the safety and well being of themselves and others, behaving respectfully, and acting responsibly.

### **In cases when a rule is broken and a student is unable to manage him or herself consequences will be:**

**Step 1 - Warning:** the student will receive a verbal warning of what rule was broken or what behavior was inappropriate. The student will be given instruction on how to correct the inappropriate behavior. Students will be given reminders and redirection to encourage positive behaviors.

**Step 2 - Written Warning and Parent/Guardian Notification:** the student will receive a written warning, which will be sent home with the student for the parent/guardian. A phone call will also be made to the parent/guardian about the behavior. Upon reaching *Step 2* a student will be on *probation*.

**Step 3 - Dismissal from College For Kids:** If a student maintains the inability to manage him or herself, upon reaching *Step 3*, the student will be uninvited to College For Kids. Program staff focuses on helping all students benefit from and enjoy the program. A repeated behavioral issue takes time away from other students. Upon reaching *Step 3* it is determined that the program is not a good fit for the individual student.

All school rules and policies will be upheld during College For Kids.

As a rule, we expect all students, program staff, parents, guardians, and other adults to show social responsibility and respect for one another. In cases when this rule is not upheld the child and/or adult may be removed from the program and/or discipline may be involved.

College For Kids maintains a zero tolerance for bullying and/or physical harm. Any student behavior, which endangers the safety of any person, impedes the rights others, disrupts the operation of College For Kids, or damages property will not be tolerated. School policies involving alcohol, tobacco, drugs, or weapons of any kind will be upheld completely. Any major behavioral infraction, such as those listed above, will lead to the immediate dismissal from College For Kids and suspension from program reenrollment for one year. These procedures help to ensure a fun, safe, enriching environment for everyone.

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## **Student Well-being and Safety**

Under no circumstances will any student be subjected to any type of verbal or physical abuse, neglect, or denial of restroom facilities. If during College For Kids a student displays concerning or unusual emotional or physical behavior the student's parent/guardian will be notified immediately.

All students are expected to behave in a manner that promotes the safety and well-being of themselves and other students. Please reference section on *Behavioral Expectations*.

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## **Students with Disabilities or Special Needs**

It is the responsibility of the parent or guardian to communicate any disabilities or special needs a student may have in the registration paperwork. College For Kids staff and Instructors will work to provide reasonable accommodations for students with disabilities or other special needs participating in the program.

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## **Cell Phones, Electronics, and Personal Belongings**

College For Kids is not responsible for any lost, stolen, or damaged items such as cell phones, any electronic devices, or any other personal belongings of program participants. Cell phones are expected to be off and not be in use during the program.

Cell phone photography or text messaging during the program is not permitted. Students wishing to call or text message their parent/guardian may do so after checking in with the Instructor, so it is known the child is communicating with the parent or guardian.

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## **Personal Possessions**

College For Kids is not responsible for lost or stolen personal possessions. Program staff, while not responsible for these items, will do their best to make sure students items are safe. Please monitor items that come with your child to school on days he or she will attend after school activities.

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## **Clothing Requirements**

College For Kids adheres to school dress code and does not permit clothing that a student is not allowed to wear during the regular school day. During the winter months, please be sure to send your child with adequate warm clothing.

## **Nutritional Snacks**

College For Kids does not provide snacks, but realizes your child may want a snack after school. We welcome nutritional snacks and will provide a break for students wishing to have a snack.

**NO** candy, gum, or sodas should be brought to the program as snacks.

If your child has any food allergies or dietary restrictions please be sure to note this on the registration paperwork and tell your child's Instructor.

College For Kids welcomes parents or guardians to send snacks for their own child. Due to allergies or other diet restrictions that may be unknown for other students Instructors will not permit the sharing of snacks.

## **Medication and Medical Conditions**

College For Kids is **NOT** permitted to administer medication to students. If your child needs medication after school, please be sure to work out appropriate medical attention with the School Nurse ahead of time, so that your child is able to get his or her medication before coming to the program.

For the well being of your child, if he or she has a medical condition that the Instructor needs to be aware of please be sure to detail this in your registration paperwork and communicate this verbally to the Instructor. It is the parent or guardian's responsibility to alert College For Kids staff about any medical condition they need to know about.

## **Illness**

In the event of an accident or an acute illness every effort will be made to notify the parent or guardian before calling the emergency contact. Students becoming ill during the program will need to be picked up by the parent or guardian.

In the event of an emergency needing immediate attention 911 will be called and the student transported in an ambulance to the hospital. The parent or guardian will be called right away in addition to seeking emergency treatment for the student.

Students attending College For Kids must be well enough to attend class and must not have any contagious condition such as head lice, rash, an eye ailment, fever, vomiting, or diarrhea. Students must be well and fully recovered before returning to College For Kids.

## **Child Abuse Reporting and Confidentiality**

In accordance with California mandated reporting law, College For Kids is required by law to report cases of suspected child abuse to Child Protective Services (CPS).

Information shared with College For Kids program staff is treated with confidentiality unless there is an inherent need to disclose such information for the safety and well being of a child.

## **Communication**

The first priority of College For Kids staff is to place as much time and focus on students as possible. In order to focus more time on students, we request that parents/guardians limit conversations with College For Kids staff members directly to subjects involving their child.

If an issue with a staff member arises, we request that the parent/guardian speak directly with the program staff member. If a solution cannot be reached, the Program Facilitator will be contacted to meet with the staff member and the parent/guardian in reaching a solution. If a solution is not reached for some reason, the Program Coordinator will be contacted to assist in reaching some type of resolution with the staff member and parent/guardian.

College For Kids maintains an open door policy. Please feel free to direct any questions or concerns you may have to the Program Coordinator at any time. We welcome you and your child/ren to College For Kids!

**Saddleback College Community Education  
Instructor Expectations Agreement**

<b>Contact Information:</b>	
TBD, Special Project Coordinator:	(949) 582-4650
TBD, Project Specialist:	Hours: TBD
After hours emergency by cell phone:	(949) ###-####
Dr. Estella Castillo-Garrison, Director of Community Education:	(949) 582-4326
Earl Pagal, SOCCCD Risk Management:	(949) 582-4512
Saddleback College Campus Police:	(949) 582-4585

**Responsibilities**

**Pre-employment [Non-bargaining Employees Only]:**

- **You must attend a new hire orientation in Human Resources (HR) prior to your first day of work.** You must provide HR with an official picture ID (i.e. school or Driver’s License) and your **original** Social Security card.
- If you are a minor, you must provide HR with your **completed work permit** (not just the application) **prior to your first day of employment.**
- **If you are age 18 or older, you must be Live Scan fingerprinted.** You will be provided with a Live Scan form and list of Live Scan locations. You must submit the Live Scan receipt to Community Education prior to your first day of work. HR must receive the fingerprint clearance back prior to your first day of work. HR will notify Community Education once the clearance is received.
- **You may not work until all steps of the hiring process are completed.**
- This employment is “at-will,” and either party may terminate this working relationship at any time. Neither party shall be required to provide any reason for the separation. However, we request that you provide us with two weeks’ notice if you decided to end your employment.

**Pre-Contracts [Agreements]**

- **Contractors must meet all of the criteria outlined in the Contractor/Sub-Contractor requirements.**
- Sub-contractors are considered volunteers and must complete a volunteer form for each academic year.
- If you are a minor, you must provide HR or the associated contractor with your **completed work permit** (not just the application) **prior to your first day.**
- **If you are age 18 or older, you must be Live Scan fingerprinted.** You will be provided with a Live Scan form and list of Live Scan locations. You must submit the Live Scan receipt to Community Education prior to your first day of work. HR

must receive the fingerprint clearance back prior to your first day. HR will notify Community Education once the clearance is received.

- [Contractor only] **You must provide a current certificate of insurance naming the SOCCCD as additionally insured.**
- **You may not begin your program until all steps of the clearance process are completed.**
- Your status will remain "at-will," and either party may terminate this relationship at any time. Neither party shall be required to provide any reason for the separation. However, we request that you provide us with two weeks' notice if you decided to terminate your status.

#### **Training:**

- **You must be certified in CPR and First Aid** (other certifications may apply, dependent upon duties).
- If you are not currently certified or your certifications have expired, we are may be able to provide the appropriate training. You are responsible for paying for your training. Please contact the Special Project Coordinator for the details.
- **You must provide Community Education with copies of your unexpired certifications before your first day.**

#### **Condition(s):**

- Unless arranged otherwise, you are expected to provide services as scheduled.

#### **Payroll [Non-bargaining Employees Only]:**

- Fill out your time card every day before you leave work. Keep track of ¼ hours. Fill in the number of hours that you work under the date.
  - Fill in your full legal name (no nicknames), position (Senior Lifeguard or Aquatics Aide), Employee ID number (not social security number), and reporting period (mm-dd-yy). Do not make unnecessary marks (i.e. hi-liter) or abbreviate. You must use blue or black ink to complete your timecard. **DO NOT USE PENCIL.**
  - At the end of the pay period (the 14<sup>th</sup>) correctly total your hours, and sign and date the bottom of the timecard. You must submit your completed timecard to Coordinator no later than the 15<sup>th</sup> of the month if you wish to be paid timely. Failure to submit your timecard on the due date will result in your paycheck being delayed until the following pay cycle.
- You are paid once a month. The pay period is from the 15<sup>th</sup> of one month to the 14<sup>th</sup> of the next month, and you are paid on the 10<sup>th</sup> of the following month. Your paycheck will be mailed on the 10<sup>th</sup>, so you will receive it a few days later. Your paycheck will be mailed to your place of residence on file in HR. If you move, please inform HR immediately.

- Overtime must be pre-approved by the Director of Community Education. Overtime is paid for working over 8 hours in one day, or 40 hours in one week. Overtime must be recorded on a separate yellow timecard.
- Under the California Education Code, should employment be terminated, the last paycheck will be issued at the closest pay date for the pay period in which the time worked is reported.

#### **Payments for Contractor/Sub-Contractors [Volunteers]**

- Contractors are paid out according to the *Educational Services Agreement*.
- Payment is processed through district accounting after signed and completed roll sheets are submitted to the Community Education Office, at the conclusion of each session.
- Sub-contractors [volunteers] are paid out by the associated contractor and must adhere to all state and federal laws.

#### **Time Off/Punctuality:**

- Any vacations must be approved by Special Project Coordinator or associated Contractor, so that appropriately staffing can occur. You are required to provide a two week notice for time off. You must talk to the Special Project Coordinator or associated Contractor in person if you need to request time off. Depending on coverage, time off requests may or may not be approved.
- **\*Calling in sick\***
  - You are required to find your own approved substitute and inform the coordinator or associated Contractor.
  - You must personally call in and talk to either. Leaving a message **DOES NOT** count. Do not have anyone else call in for you (i.e. parent, friend). Documentation may be required in the case of illness.
- You are expected to arrive on time for all scheduled shifts. You must be ready to work at your start time.
- Unauthorized absences/tardies may result in termination or exclusion from the program.

**Harassment:** Please ensure that you are familiar with the District's Harassment policies and procedures provided to you.

**Food & Drinks:** No eating or drinking while you are working. There are no glass bottles or gum allowed in the classroom area. If you eat during your break, you must clean up the area immediately thereafter.

**Telephone/Cell Phones:** May only be used during your breaks or lunches in designated areas only.

**Personal Belongings:** You are responsible for your own belongings. It is not safe to leave personal belongings out in the open or overnight. The District assumes no responsibility for any damage to, or theft of, your personal belongings.

**Behavior:**

- **Attire:** Employees are responsible for wearing clothes that are appropriate for teaching young children. Long hair must be properly secured so that vision is not obstructed. Offensive tattoos are not permitted, nor are excessive piercings. If you have questions, please contact the Special Project Coordinator.
- **Language:** Do not use foul or obscene language, or make foul or obscene gestures. Please do not have conversations inappropriate for young children/minors.
- **Demeanor:** You are expected to demonstrate courteous, respectful, and professional behavior.

**Publicity:** Photographs and/or video may be taken of you during the program for publicity purposes. By signing this document, you hereby consent to and authorize the use of and reproduction by Saddleback College, the South Orange County Community College District, and/or anyone authorized by them, of any and all photographs, videos or audio which have been taken of you by their employees or their designees during the program for any purpose whatsoever, without compensation. Community Education will seek parental approval for any photographs, videos, or audio taken of minor employees.

**School Site**

**Emergencies:** All emergencies must be reported to the campus authority immediately or dial 9-1-1 from any phone: Give address and location of campus. Notify the Community Education Office (949) 582-4646 within 24 hours of any emergency. You will be required to submit a district incident report.

**Safety:** You are expected to observe and enforce all policies, procedures, and safety guidelines as outlined by the district. Please ensure that you are familiar with the districts' safety policy, as well as all of the Saddleback College safety rules & procedures.

**Problems:** Must be immediately reported to your supervisor. If you need additional help with the problem, please contact the Director of Community Education, who will escalate the issue to the District level if necessary.

**Roll Sheets:** Pre-registered students are listed on the roll sheet (downloaded from our website with your LogIn ID and password). A student not listed on the roll sheet has not



enrolled in the class. Please alert the campus authority if this occurs. Due to the confidential nature of the roll sheets, keep College For Kids binder in the classroom or at the designated on-campus location.

**Attendance:** Attendance must be taken each day. Students must initial the roll sheets and all completed roll sheets are due to the Special Project Coordinator immediately following the last class meeting.

**On-site Registration:** Please allow parents to use the available computer to log into to our website and process registration. If not possible, have parent complete the On-site Registration Form, signing the waiver, and submit the form to the Community Education Office so that we can process payment. Do not accept registration fees at the door and do not combine "material fees" payable to you with registration fees payable to Saddleback College.

**Signage:** If you post directional signs on the school site, or they are posted for you, please remove them when you leave the campus.

**Parking:** Parking and any parking tickets are your responsibility. The District assumes no responsibility for any damage, theft, or loss to your vehicle.

I understand and agree to comply with the Saddleback College Community Education Expectations Agreement. I understand that not all South Orange County Community College District/Saddleback College/Community Education policies and procedures are contained in this document.

**Employee/Contractor/Sub-Contractor**

Name (Print) \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

\_\_\_\_\_  
Signature -----

\_\_\_\_\_  
Date

\_\_\_\_\_  
Coordinator (Supervisor)

\_\_\_\_\_  
Date

Note: If you are a minor, you must share this information with your parent/guardian.

For a complete listing of all the South Orange County Community College District's Policies and Procedures, please visit [www.socccd.edu](http://www.socccd.edu). The SOCCCD and Saddleback College reserve the right to change the policies and procedures at any time.

Copies: Original to Community Education, copy for district, and copy for the signed individual. 3/23/2013

**Contact Information**

ComEd Office:

Public: 949-582-4646

Inside: 949-582-4650

Specialist: 949-582-4650

Coordinator: 949-582-4908

Director: 949-582-4326

School Site: 949-###-####

**Campus Police**

949.582.4585 (non-emergency)

**949.582.4444 (EMERGENCY)**



[Name]





**INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES**

This Independent Contractor Agreement for Services ("Agreement") is made as of June 27, 2013, between the Capistrano Unified School District ("District") and Controltec, Incorporated ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Government Code section 53060 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 those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, Consultant has developed proprietary software known by the trade name of CenterTrack; and

WHEREAS, the District desires, and has the administrative capability to implement CenterTrack; and

WHEREAS, the Consultant has the expertise and knowledge to install and support CenterTrack; and

WHEREAS, the Parties are each authorized and empowered to enter into this agreement,

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the services as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing Services under this Agreement upon execution of the Agreement by both Parties, and will diligently perform such Services as required. This Agreement shall remain valid through June 30, 2014, and may be renewed on an annual basis by the Parties upon written consent of both Consultant and the District and upon Board approval of the renewal, for a period not to exceed four (4) years. The term for Services and schedule to provide Services shall be in accordance with the schedule included in Exhibit "A;"
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below;

- \_\_\_\_\_ Signed Agreement
- \_\_\_\_\_ Certification by Contractor of Criminal Records Check
- \_\_\_\_\_ Insurance Certificates and Endorsements
- \_\_\_\_\_ W-9 Form
- \_\_\_\_\_ Conflict of Interest Certification

4. **Compensation.** District compensation to the Consultant shall be as set forth in Exhibit "B" as the proposed fee for Services, but in no event shall total fees, costs, and expenses exceed \$26,877 for year one, without the express written approval of the District's Governing Board ("Board").
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, other than as provided in Exhibit "B."
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture 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 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.
7. **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.
8. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. 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 for services to California school districts.
9. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or 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 a basis for such Services.
10. **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.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

## 12. **Termination.**

12.1. **Without Cause by District.** 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. In the event that District terminates this Agreement pursuant to this Section, District shall compensate Consultant for Services completed to date as a pro-rata amount of the full fees, costs, and expenses.

12.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for Services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of Services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of termination, the District may secure the required services from another consultant. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or

costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12.4 Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall, at its sole expense, defend, indemnify, and hold harmless the District, the Board, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Consultant under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

14.1.1. **General Liability.** One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

14.1.3. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant;



instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2) For any claims related to the projects, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

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

14.1.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

14.1.6. Consultant shall furnish the District with Certificates of Insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

14.2. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the Board, of the District, and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **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.
18. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
19. **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.
20. **Fingerprinting of Employees.** It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the provision of Services under this Agreement. If, at a future time, Consultant will have contact with any pupils, Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the Board that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this Section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
  - 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
  - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735.
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the

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

24. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District**

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
FAX: (949) 493-8729  
PH: (949) 234-9436  
tfluent@capousd.org  
ATTN: Terry Fluent, Director, Purchasing

**Consultant**

Controltec, Incorporated  
613 West Valley Parkway, Ste 345  
Escondido, CA 92025  
info@controltec.com  
PH: (760) 975-9750

ATTN: \_\_\_\_\_

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

27. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the Board. Services shall not be rendered until Agreement is approved.

28. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

29. **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 attorney's fees.

**30. Waiver.** The failure of Consultant or District to seek redress for violation of, or to insist upon, the strict performance of any term, covenant or condition of this Agreement shall not be deemed to be a waiver by that party of any such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.

**31. 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.

**32. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**33. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**CAPISTRANO UNIFIED SCHOOL  
DISTRICT**

**CONTROLTEC, INCORPORATED**

Date: \_\_\_\_\_, 2013

Date: \_\_\_\_\_, 2013

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**Information regarding Consultant:**

License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

- \_\_\_\_\_ Individual
- \_\_\_\_\_ Sole Proprietorship
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Limited Partnership
- \_\_\_\_\_ Corporation, State: \_\_\_\_\_
- \_\_\_\_\_ Limited Liability Company
- \_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or Social Security Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this Section.**

## **Exhibit A**

### **Scope of Services**

#### **Services:**

Consultant shall provide installation and support for their proprietary software known by the trade name of CenterTrack to the District pursuant to the terms of the Agreement.

#### **Responsibilities of Consultant:**

Under the terms hereof, and in consideration of the payment of the Project Start Fee, the Deployment Complete Fee, the System Complete Fee and, License Fee(s), Service Usage Fee or Client Hosted Service Usage Fee, and Maintenance Fee (all as defined and set forth in Exhibit A hereto, which exhibit is incorporated herein by this reference) Controltec shall provide to Client for the Term (as hereinafter defined) a non-transferable and non-exclusive license to use, and have used, only for Client's own purposes, without any right to sell, rent, sub-license, provide to others (whether for a fee or not), reverse engineer or disassemble, or permit any third-party to so do, a proprietary software system of Controltec, incorporating functionality of CenterTrack, to track and maintain historical data regarding the pertinent attributes of, and relationships among, casework and eligibility staff, cases, eligibility periods, clients, parents, children, childcare centers, schedules, approved rates, attendance reports, parent fee invoices, relative to the regulations and processes associated with the State of California's childcare subsidy programs (the "Software"). Controltec shall also provide Maintenance Services (as hereinafter defined). Such Software and Maintenance Services shall be generally in accordance with Controltec's proposal document which is attached hereto as Exhibit A and incorporated herein by this reference. "Training" and "Program Management" (both to the extent set forth in Exhibit A) shall be provided by Controltec. In general, the Software as competently used by the Client will:

- a) Track pertinent child information as it pertains to the attendance at any of Client's childcare centers;
- b) Facilitate (to the degree reasonably possible) the process of entering attendance data into system using bills/attendance sheets from all Client childcare centers;
- c) Facilitate (to the degree reasonably possible) document tracking, correspondence issuance and report generation by automating these tasks.

#### **Consultant represents and warrants that:**

Consultant represents and warrants that:

- (a) District's and District users' access to and use of the Consultant Program as described in this Agreement will not infringe any third party copyright.
- (b) Ownership Rights. The Consultant Program is owned solely by Consultant. To the best knowledge and belief of Consultant, no other entity has any ownership right in or to any portion of the Consultant Program.
- (c) Power and Authority. Consultant has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance, to the best

knowledge and belief of Consultant will not violate any patent, copyright, trade secret, or other intellectual property interest of any third party.

(d) Legal Proceedings. To the best of Consultant's knowledge and belief as of the date of this Agreement, there is no action, suit, proceeding or material claim or investigation pending or threatened against Consultant in any court or by any federal, state or municipal or other governmental department, commission, bureau, agency or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined would restrict Consultant's ability to complete the transactions contemplated hereby. Consultant knows of no basis for any such action, suit, claim, investigation or proceeding.

(e) Compliance with Laws and Regulations. To Consultant's best knowledge and belief as of the date of this Agreement, the Consultant Program comply with all relevant federal, state and local laws and regulations.

(f) Non-Infringement. Consultant warrants that it will take all due and reasonable care to avoid infringing any patent, copyright, trade secret, or other intellectual property interest of any third party.

**Responsibilities of District:**

During the Term Client shall cooperate with Controltec, so that Controltec can fulfill its responsibilities, in particular, and without limitation, and at its cost, by:

- a) agreeing with Controltec within ten (10) calendar days of the execution hereof a timetable of activities leading to the installation of the Software (the "Timetable"), the date of such agreement being the "Project Start Date," and the Timetable shall set forth the target for the date upon which the Software shall have been installed on the server for the Client as (the "Deployment Complete Date") and the target for the subsequent date upon which Training shall have been completed (the "System Complete Date").
- b) confirming by its execution hereof that the Software when installed and functioning as explicitly set forth in Exhibit A hereto will satisfy its requirements and result in the immediate payment to Controltec of the amount of the System Complete Fee;
- c) timely providing to Controltec full, complete and accurate responses to inquiries of Controltec that arise during the Term;
- d) unless otherwise agreed in writing between the Parties, timely providing all hardware, operating and network system software, and network integration required for the installation of the Software;
- e) providing some method for Controltec to remotely access the computer system(s) of the Client upon which the Software may be installed. Controltec shall have the right of approval of the remote access method and, at its option, shall use such access method for fulfilling its responsibilities hereunder;
- f) timely providing staff in amounts and with personal competence necessary to operate the Software;
- g) to the extent set forth herein, ensuring that no copies of the Software, or other material in whatever form provided Client by Controltec, or in Client's possession or access ability, are made, other than as may be reasonably necessary for Client's own established back-up and security programs; and
- h) to the extent set forth herein, ensuring that Client does not sell, rent, sub-license, provide to others (whether for a fee or not), reverse engineer or

disassemble the Software, and that client does not permit any third-party to so do.

- i) Providing, at its own cost, Internet access at all its facilities that need to have access to the Software.
- j) Providing, at its own cost, telephone service in the event Client would like to contact Controltec technical support for support, online training sessions one-on-one or in general training webinars conducted by Controltec.

### **Service Usage**

During the Term, and in consideration for the timely payment by the Client of the amount of either the Service Usage Fee or the Client-hosted Service Usage Fee Controltec shall enable Client use of an Internet-based system for childcare center management for childcare agencies, known as CenterTrack, as set forth in Exhibit A hereto ("Service Usage").

- a) If the Client pays a System Usage Fee (as defined in Exhibit B), then the Client shall in addition be responsible for all hardware, system and utility software, system security, and operating and Internet/Intranet connection costs of the computer system on which the Software is resident.
- b) If the Client pays the Service Usage Fee (as defined in Exhibit B), then Controltec shall be responsible for all hardware, system and utility software, and operating and Intranet connection costs of the computer system on which the Software is resident.
- c) In either case, the Software shall be accessed by standard Internet connections by individuals or entities authorized by the Client logging in to an Internet or Intranet web site. CenterTrack is maintained and updated to be compliant with requirements of the State of California Department of Education. Controltec reserves the right to set reasonable implementation schedules for new requirements after the requirements are published. Among other constraints, such usage on behalf of the Client shall be:
  - d) Restricted to the sole and direct business purposes of the Client and not extend to any other person or entity.
  - e) Utilized only for lawful purposes and not in violation of any municipal, state or federal statute, code or regulation.
  - f) Subject to immediate discontinuance by Controltec at any time and without notice to Client in the event that Controltec at any time reasonably determines that the service is being utilized by the Client, or by persons or entities authorized by Client, in contravention of the terms and provisions of this Agreement. Such discontinuation shall be treated as a termination by Controltec for Cause on the part of the Client, as set forth in Paragraph 6 hereof.

### **Maintenance Services**

During the Term, and in consideration for the timely payment by the Client of the amount of the Maintenance Fee, Controltec shall provide a maintenance service from its California facilities which "Maintenance Services" shall:

- a) Provide, any additional code, which shall be considered as Software, necessary to make any forms produced by the Software be in accord with any form layout determined by the State of California, but only to the extent that (i)



such is technically feasible and (ii) that any required data is resident in the data structure of the Software.

- b) Be generally responsive to telephone, and e-mail requests from Client in providing Client with assistance in the use of the Software by any reasonably competent individual. Controltec will respond within one business day, or better, during its normal business hours at Controltec's Escondido location, Monday through Friday from 8:00am to 5:00pm Pacific Time. The resolution of the issue responded to may require additional time, depending upon its complexity. Controltec will provide at no extra cost to Customer up to eight (8) hours per month of time expended by Controltec on combined telephone, email, on-line support, and staff time involved in researching Customer issues. Unused time does not carry forward to subsequent months.
- c) Be reliant upon Client providing documentation, in a format prescribed by Controltec, indicating that a problem is believed by Client to be caused by a defect in the Software. Upon receipt of such completed documentation Controltec will use commercially reasonable efforts to respond to a defect in the Software within three (3) business days by issuing defect correction information, such as correction documentation, corrected code, or notice of availability of corrected code, or a restriction or a bypass. If an error attributable to a defect in the Software does not allow the Software to perform necessary processing functions ("Critical Error"), Controltec agrees to begin correction of the Critical Error immediately upon Client's notice to Controltec thereof and to provide diligent and continuous support until the Critical Error is corrected. Corrected code provided by Controltec to Client shall be deemed to be a part of the Software.
- d) Provide custom programming services to add to or modify the functionality of the Software ("Extra Services"), including the preparation of forms for which data is not then resident in the data records of the Software, correct operating problems of the Software caused by the Client (other than in following the specific written instructions of Controltec) and other technical support requested by the Client, including the conversion of data from or to the format of the Software. The cost of such, and any additional effort required by Controltec as a result of the extension of, or delays to, the Timetable by the Client, shall be payable by the Client within fifteen (15) calendar days of presentation of an invoice by Controltec which shall rate the actual hours expended and travel time, if any, at the Hourly Rate (as defined in Exhibit A hereto), with the addition of any required travel and accommodation costs or expenses related thereto incurred by Controltec, if any. Any software features resulting from Extra Services are the exclusive property of Controltec and shall be deemed to be Software.
- e) Make available to the Client for purchase any optional modules ("Additional Software"). Additional Software will be considered any new program features not specifically included in Exhibit A hereto. In the event Client purchases any Additional Software, then such shall be considered Software for the purposes hereof.



CenterTrack® Proposal for  
Capistrano Unified School District  
Proposal Number 1624 Rev – B  
May 23, 2013

**PROPOSAL OVERVIEW**

Controltec is pleased to offer this revised proposal for CenterTrack, our center-based, childcare management software system. Please review the various sections of this proposal for detailed information about program functionality and deployment matters. Any features or enhancements that are not specifically listed in this proposal are not included in the cost herein and will require subsequent proposals, if requested.

**OPTIONAL MODULES**

None.

**LICENSE FEES**

CenterTrack deployments are licensed according to the number of active children served. The licensing fees consist of an initial one-time license fee and monthly usage and maintenance fees, which are billed annually, in advance.

This proposal assumes your agency will have approximately one thousand, three hundred fourteen (1314) total active children a month in CenterTrack on average, annually. The monthly license fees will remain fixed as long as the active child count remains within 10% of this number. If your monthly active child count fluctuates above or below this figure then subsequent invoices will be adjusted proportionately.

**HOSTING DETAILS**

CenterTrack is accessed via a secure Internet connection. This proposal assumes that Controltec, Inc. will host the website and database on its servers, which are housed in a discrete, co-location Internet hosting facility.

The system will be hosted at a SunGard co-location facility in San Diego, California. The facility has two redundant GigE (gigabit Ethernet) circuits for its Internet service. The first circuit is their primary and second circuit is used as the failover. The facility provides a physically secure (access list, check-in/check-out list and photo ID required), climate controlled facility with conditioned and redundant power, which provides emergency failover to protect all systems. This includes backup power by diesel generators in the event of a complete blackout of the local power grid.



We have a server standing by to take over both web and database services in the event of a single server failure and our database server is set up in a redundant mode to provide standby data recovery of no more than ten minutes of data loss.

Our data backup strategy includes backing up data onto a backup/standby server (databases capture data every ten minutes) as well as a daily tape backup and quarterly tape archive. All data is carried offsite weekly on backup media in addition to the ongoing system backup strategy.

Controltec's external systems are self-monitoring. Whenever any failure is detected, an engineer is alerted via a telephone call and will either deal with the emergency directly or call the responsible person. This monitoring takes place on a continual basis.

## **SECURITY, UPDATES AND PATCHES**

Controltec engineers maintain all of our hosted systems. The Cisco ASA 5520 firewall is used to protect all of Controltec's web and database servers and internal networks. Operating systems are monitored and patched when necessary, as instructed by Microsoft. The firewall is updated as needed.

All of Controltec's hosted systems are running under digital certificates by Symantec. The CenterTrack system is protected by a 2048 bit RSA SSL certificate, the cost of which is covered if the site is published under a Controltec secured domain name. If an agency requires a different domain name then a unique digital certificate will need to be purchased, which will be billed to the agency. There is an annual renewal fee of approximately \$395, which will be billed to the agency to cover the renewal cost for the digital certificate.

## **SERVICES – DEPLOYMENT**

### *Project Management*

Project Management includes overseeing the system deployment and coordinating all customer communications. Project management activities will be provided remote, via telephone or webinar connections. Our project manager will meet with your management staff and IT departments to establish a detailed plan to manage the transition from your existing processes to CenterTrack, creating what will be known as your Timetable. This meeting will include a detailed process review and discussions of any hardware or software requirements that may be necessary. The project manager will create a schedule of all transition events and define the items for the CenterTrack deployment. During this phase of deployment, your agency needs to have key people accessible for discussion with Controltec's project manager and engineers. Some of this work may be done in onsite visits, some in conference calls or via email. In the event that more than eight (8) hours of Project Management time are required, through no fault of Controltec, then additional charges may be incurred, if authorized in advance by the agency.



### *System Installation*

Controltec configures the servers and installs the complete CenterTrack system. Once the database and application have been installed, they are thoroughly tested to confirm proper operation. The date upon which this action is completed is known as the 'Deployment Complete Date.'

### *System Checkout*

The Controltec project manager tests the CenterTrack system for data integrity. This will normally include an on-line examination of the data by both the Controltec project manager and a representative of your agency.

## **STAFF TRAINING**

### *Training Overview*

There are fourteen (14) hours of training, eight (8) of which will take place onsite. Training typically consists of classroom and hands-on training. For each session, we spend the beginning with overview classroom training that all users participate in. During the second session, the users return to their workstations and the Controltec trainer assists individuals and small groups with software methodology, use and general features. This is repeated for subsequent sessions with different subject matter. The date upon which Training is completed is known as the 'System Complete Date'.

## **DATA MIGRATION ANALYSIS**

From time to time, agencies request that Controltec electronically import data they have in their current childcare systems into CenterTrack, or export data from CenterTrack to third-party systems. Before an accurate assessment of the costs involved to import data from or to CenterTrack can be provided, Controltec engineers must examine the data structures of the system that the data will import from or export to. If your agency requests these services, this examination is essential and will result in costs to your agency, regardless of the outcome achieved.

Once the examination has been completed, our engineers review the results with your project manager to identify which data elements can be imported or exported. If you elect to move forward with the data import or export, Controltec will issue a service order, which will list the additional cost to complete these services. If you elect not to proceed, then your agency should make arrangements to manually enter the required data into CenterTrack and no further Data Exchange Service charges are incurred.

This proposal does not include any Data Analysis Services.



## CUSTOMIZATIONS

From time to time, agencies request that Controltec make customizations to CenterTrack. Customizations include modifications to reports, documents, letters, notices and any other minor tasks that an agency might want included in CenterTrack.

This proposal includes a custom interface to the Aeries student information system. The Aeries system will be the system of record for all family, parent and child primary data. Records and fields will be updated one way from Aeries to CenterTrack nightly. The details of the interface are defined and specified in a separate document titled Capistrano Interface Specification delivered with this proposal. The one-time non-recurring engineering and setup fees for this interface are listed in our investment summary under Customizations. We also charge an interface maintenance fee, which is listed under usage fees. This accommodates monitoring of the daily interface, and updating the interface in the event that the CenterTrack system is upgraded and changed so the interface is not affected.

## INVESTMENT SUMMARY

### *Software (one-time license cost)*

License Fee	\$2,500.00
License Fee Discount	-\$2,500.00
Optional Modules	N/A
<b>Total for Software</b>	<b>\$0.00</b>

### *Services*

Deployment	\$1,728.00
Training	\$1,760.00
Transition Support	N/A
Data Migration	N/A
Customizations	\$8,305.00
<b>Total for Services</b>	<b>\$11,793.00</b>

### *Usage Fees*

	Monthly	Annual
Interface Maintenance Fee	\$150.00	\$1,800.00
Maintenance Fee	\$450.00	\$5,400.00
Service Usage Fee	\$657.00	\$7,884.00
<b>Total Fees</b>	<b>\$1,257.00</b>	<b>\$15,084.00</b>



## TERMS

<b>One-time Fee (first year contract)</b>	<b>\$26,877.00</b>
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On-time Fee Payment Schedule.		
Project Start Fee <i>50% of One-time Fee</i>	\$13,438.50	Upon execution of contract
Deployment Complete Fee <i>25% of One-time Fee</i>	\$6,719.25	Due and payable upon Deployment Complete Date or in the event of a delay by Client to the Timetable the earlier occurrence of forty-five (45) days subsequent to Project Start.
System Complete Fee <i>25% of One-time Fee</i>	\$6,719.25	Due and payable upon the System Complete Date or in the event of a delay by Client to the Timetable the earlier occurrence of sixty (60) days subsequent to Project Start.
<b>Total First Year Cost</b>	<b>\$26,877.00</b>	

Monthly payment schedule for subsequent 12 months periods		
<i>(Billed annually, in advance)</i>		
Interface Maintenance Fee	\$150.00	Interface maintenance and support
Maintenance Fee	\$450.00	System maintenance and support
Service Usage Fee	\$657.00	Service usage
<b>Total Monthly Fees after 12 months</b>	<b>\$1,257.00</b>	

## MAINTENANCE PLANS

Maintenance plans enable Controltec to provide telephone and email support, as well as make mandated program enhancements and corrections. For this reason, we require all agencies to maintain an active support agreement.

## OPTIONS

### *Training and Transition Support*

It is difficult to predict how much total training or transition support an agency may require. Additional training or transition support can be purchased at anytime at the prevailing rates, plus actual travel expenses.



### *Additional Services and Customizations*

From time to time, our clients request custom features, reports and interfaces, which Controltec refers to as Extra Services. Controltec can respond to such requests. Upon receipt of such a request we will produce a detailed quotation specifying deliverables as well as associated costs.

## **EXCLUSIONS**

The following items are not included in this proposal and if required, must be obtained by the client:

- Local telephone charges to the agency. Our support team uses online meetings and webinars to train, troubleshoot and sometime configure and install. The call-in numbers for online support and webinars may be, in some circumstances, long-distance numbers for local agencies. Controltec tries to use 800 numbers when possible to support such calls, but may not always be able to do so. Under no circumstances can Controltec be responsible for any telephone charges to local agencies by their phone companies. We advise our agencies to check their long distance plans carefully before participating in online meetings or webinars.
- Internet connections
- Network cabling
- Any hardware
- Software support or license fees charged by any third party vendors that interface with CenterTrack
- Any third party software
- CenterTrack is certified to work on computers running Microsoft Windows XP, Vista or Windows 7 Operating Systems when accompanied by a version of Internet Explorer 7.0 or higher. CenterTrack has not been certified to operate on Macintosh computers or other Operating Systems.

## **VALIDITY**

This proposal is valid until July 31, 2013.

## Exhibit B – Payment Schedule

Payment schedule for first 12 months:

The “Project Start Fee” shall be the amount of	\$13,438.50	due and payable upon execution of this Agreement.
The “Deployment Complete Fee” shall be the amount of	\$6,719.25	due and payable upon Deployment Complete Date or in the event of a delay by Client to the Timetable the earlier occurrence of forty-five (45) days subsequent to Project Start.
The “System Complete Fee” shall be the amount of	\$6,719.25	due and payable upon the System Complete Date or in the event of a delay by Client to the Timetable the earlier occurrence of sixty (60) days subsequent to Project Start.
<b>Total First Year Cost</b>	<b>\$26,877.00</b>	

Monthly payment schedule for subsequent 12-month periods:

The “Interface Maintenance Fee” shall be the amount of	\$150.00	per month, payable annually in advance.
The “Maintenance Fee” shall be the amount of	\$450.00	per month, payable annually in advance.
The “System Usage Fee” shall be the amount of	N/A	
The “Service Usage Fee” shall be the amount of	\$657.00	per month, payable annually in advance.
<b>Total Monthly Fees after 12 months</b>	<b>\$1,257.00</b>	per month payable annually in advance.

The prevailing hourly rate for “Extra Services” if requested and approved in writing shall be \$151.00.



**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.*





**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"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
	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:

- 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
- 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
- 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.

<b>Sign Here</b>	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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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 above mentioned statements are true and correct to the best of my knowledge, and this declaration was executed on this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; in the  
(Month)

\_\_\_\_\_, \_\_\_\_\_.  
(City) (State)

---

(Signature)

---

(Printed Name)

---

(Title)



**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

## VENDOR STATEMENT OF COMPLIANCE

---

The Technology & Information Services (TIS) of the Capistrano Unified School District takes seriously all issues regarding network security, software licensing and privacy. We have created this Vendor Compliance Statement that lists specific procedures all vendors must abide by.

A representative from each vendor organization will be required to sign this document, which will be kept on file with the District Network Administrator. Vendors will also be required to sign this document or its successor as terms of the associated contract. The signing representative for the vendor organization will be responsible for disseminating this information to personnel engaged by the Technology & Information Services Division. Any infraction of these policies will result in action against the vendor that may include the immediate expulsion of any or all of the vendor's personnel. Individual ignorance of these policies will not be weighed in the consideration of infractions.

The following procedures are to be adhered to by all vendor representatives at all times:

1. **PASSWORD SECURITY.** All passwords are considered secure. Vendors may not disseminate any passwords unless specifically directed by Capistrano management. Vendors will not provide information concerning Admin accounts (ROOT Admin, container Admin, local NT administrator or Domain administrator) or their equivalent to any persons. District personnel ONLY will disseminate this information. Vendors will never create "back door" or "generic" user accounts on any systems unless specifically directed to do so by Capistrano management.
2. **SYSTEM SECURITY.** Unauthorized access to or modification of District systems including file servers, routers, switches, NDS and Internet services is prohibited. Any attempt to bypass or subvert any District security system, both hardware and software is prohibited.
3. **SOFTWARE LICENSING.** Software will be installed on District workstations only upon successful demonstration that a valid license exists for that workstation. Vendors shall install software products only on specified equipment and only when directed to do so by the Technology & Information Services Division. Vendors shall not copy District software for any personnel or non-District related uses.
4. **PRIVACY.** The vendor will adhere to all provisions of the Federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 123g), California Education Code and District policies regarding the protection and confidentiality of data. At all times, the vendor will consider all data collected in the course of their duties to be protected and confidential. Release of this data can only be authorized by Technology & Information Services management.

5. **NONDISCLOSURE.** The parties acknowledge that they have been entrusted with Confidential Information and agree to use reasonable care to protect the confidentiality thereof; using at least the same degree of care that each of them would use to protect their own similar information. Each party shall not (a) use such Confidential Information for any purpose except as authorized under this Agreement, (b) disclose any such Confidential Information to any person (except its employees and agents bound by obligations of confidentiality on a need-to-know basis) unless such disclosure is authorized by the other party in writing, or (c) disclose any such Confidential Information required by court or judicial order without first informing the other party and cooperating with the other party if such party contests the disclosure thereof. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement and to notify the other party promptly and in writing upon its discovery of any unauthorized access or disclosure of any Confidential Information.
  - a) **Enforcement.** Each party understands and agrees that, notwithstanding any other provision of this Agreement, breach of Section 5 (Nondisclosure) may cause the other party irreparable damage for which recovery of money damages would be inadequate, and that each party shall therefore be entitled to obtain timely injunctive relief to protect such party's rights under this Agreement in addition to any and all remedies available at law.
6. Vendors may not attach non-CUSD district computers, laptops, or peripherals to the CUSD network without the expressed and written consent of CUSD management. The vendor will, at the time of the request, certify that any such equipment has been scanned and is free of viruses, spyware, Trojans and worms, that the system is fully patched to current manufacturer patch level and that there is a current, active and up to date anti-virus measure installed. A CUSD Guest wireless network is available at specific locations.
7. Vendors shall not copy, duplicate, sell, repackage or use for demonstration purposes any Capistrano Unified School District data without the prior, written consent of CUSD management.
8. **TERMINATION.** If in the case the contract and services are terminated, the vendor will certify in writing that all confidential data and accounts will be properly deleted from vendor records.

As an authorized representative of my organization, I accept the conditions listed in this document.

Name	Company
Signature	Date



SURPLUS ITEMS LIST  
EQUIPMENT TAG NUMBERS & DESCRIPTION

Tag No.	Description	Justification
FS683	Bevles Warming Unit	Not keeping proper temperature, numerous costly repairs
No number	Campbell's Dual Soup Warmer Unit (2 Quarts)	Obsolete

**Miscellaneous items valued at less than \$2,500 to be declared surplus on a continuing basis throughout the fiscal year.**

- Various lots of obsolete computers and electronic related items
- Various lots of obsolete garage and tire items
- Various lots of obsolete HVAC equipment and supplies
- Various lots of obsolete kitchen equipment and related items
- Various lots of obsolete lighting fixtures and lamps
- Various lots of obsolete plumbing equipment and supplies
- Various lots of obsolete tools and parts
- Various lots of miscellaneous items determined to be unusable by the District



**AMENDMENT TO AGREEMENT  
BID NO. 1112-05 ELECTRICAL SUPPLIES AND MATERIALS**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**CONSOLIDATED ELECTRICAL DISTRIBUTORS, INCORPORATED**

Agreement for Bid No. 1112-05 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Agreement for Bid No. 1112-05 shall be amended to \$150,000 for additional services as requested by the District.

Except as set forth in this Amendment to 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, Incorporated**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent \_\_\_\_\_

\_\_\_\_\_   
Print Name

Director, Purchasing \_\_\_\_\_

\_\_\_\_\_   
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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 form 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	Sealrite	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 %
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**BOXES 5%**

100	Steel	41.2 %
100	Screwdriver and Raintite Enclosures	37.7 %

**WIRING DEVICES 10%**

25,000	Commercial	55.8 %
--------	------------	--------

**DISTRIBUTION EQUIPMENT 5%**

6	Metering	79.0 %
5	Panels	79.0 %
75	Breakers	51.0 %

**MISCELLANEOUS 30%**

500	Fuses	57.0 %
Each	Lamps	73.3 %
Each	Ballasts	72.8 %

- B. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice Calling For Bids.
- C. Bidder agrees to complete the order within five (5) days after receipt of order unless the items are Special Order in which the District is to be notified immediately.
- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of CA, and that  
Erik Klipfel

whose title is Mgr authorized to act for and bind the corporation.

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

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

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

Yes, other public agencies may purchase from this Bid.

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

I. The undersigned grants the DISTRICT the option to extend any contract awarded hereunder, under the same prices, terms, and conditions contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for one year:  option granted  option not granted

Extension option for a second year:  option granted  option not granted

J. The Bidder has read and fully understands all documents contained and referenced in this bid.

K. I, E. Klipfel, the Mgr. (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct. The Bidder agrees to comply with all terms and conditions in the bid documents.

COMPANY

Name of Company: Consolidated Electrical Dist., Inc.

Signed by: [Signature]

Print Name: Erik Klipfel

Date: May 31, 2011

Business Address: 446 Calle De Los Molinos,  
San Clemente, CA 92672

PARTNERSHIP

Name of Partnership: \_\_\_\_\_

Signed by: \_\_\_\_\_ Partner

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

Other Partners: \_\_\_\_\_

CORPORATION

Name of Corporation: Consolidated Electrical  
Distributors, Inc.

(a \_\_\_\_\_ Corporation\*)

Business Address: 446 Calle De Los Molinos,  
San Clemente, CA 92672

Signed by: Erik Klipfel, President\*\*,

Print Name: Erik Klipfel

Date: May 31, 2011

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

\*\* Or local official empowered to bind the Corporation.

JOINT VENTURE

Name of Joint Venture: \_\_\_\_\_

Signed by: \_\_\_\_\_, Joint Venturer

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Other Parties to Joint Venture:

If an individual: \_\_\_\_\_

(Signed)

Print Name: \_\_\_\_\_

Doing Business as: \_\_\_\_\_

Date: \_\_\_\_\_

If a Partnership: \_\_\_\_\_

Signed by: \_\_\_\_\_, Partner

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

If a Corporation: \_\_\_\_\_

(a \_\_\_\_\_ Corporation)

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

AGREEMENT ACCEPTED BY DISTRICT

Signed by: Terry Fluent

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 7/1/2011

CONTRACT TERM

The term of this base contract is for one year with an option to extend annually by mutual agreement, and upon Board approval, for a term not to exceed a total of two additional years.

Base contract July 1, 2011 through June 30, 2012

**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.**

Bid No. 1112-05 – Electrical Supplies and Materials, called for an original contract period of July 1, 2011 through June 30, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Consolidated Electrical Distributors, Inc., pursuant to Bid No. 1112-05, shall be extended an additional 12 months, for the period July 1, 2012, through June 30, 2013 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 14, 2012.

The total cost of supplies and materials requested by District and provided by Contractor under this extension shall not exceed \$100,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on June 29, 2011, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Consolidated Electrical Distributors, Inc.**

By: \_\_\_\_\_

Signature

Terry Fluent

Director, Purchasing

Date: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Erik Klipfel

Print Name

Mgr

Title

Date: \_\_\_\_\_

6/12/12

Attachment A

CAPISTRANO UNIFIED SCHOOL DISTRICT

Bid No. 1112-05 – Electrical Supplies and Materials  
Consolidated Electrical Distributors

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

		Percentage Discount
4,000	Galvanized	73.5 %
5,000	EMT	78.5 %
10,000	PVC 40	58.5 %
1,000	Flex (Aluminum)	47.2 %
5,000	Sealtite	61.1 %

**FITTINGS**

800	Galvanized	60.7 %
800	EMT	82.0 %
800	PVC 40	72.6 %
1,000	Sealtite	47.0 %
100	Channel Fittings	62.0 %

**WIRE**

50,000	THHN (copper)	64.4 %
--------	---------------	--------

**BOXES**

100	Steel	81.2 %
100	Screwdriver and Raintite Enclosures	37.7 %

**WIRING DEVICES**

25,000	Commercial	55.8 %
--------	------------	--------

**DISTRIBUTION EQUIPMENT**

6	Metering	79.0 %
5	Panels	79.0 %
75	Breakers	51.0 %

**MISCELLANEOUS**

500	Fuses	57.0 %
Each	Lamps	73.3 %
Each	Ballasts	72.8 %

**EXTENSION OF AGREEMENT**  
**BETWEEN**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**AND**  
**CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.**

Bid No. 1112-05 – Electrical Supplies and Materials, called for an original contract period of July 1, 2011 through June 30, 2012, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Consolidated Electrical Distributors, Inc., pursuant to Bid No. 1112-05, shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014 at the prices shown in Exhibit A to this Extension Agreement, and Board approved on May 22, 2013.

The total cost of supplies and materials requested by District and provided by Contractor under this extension shall not exceed \$100,000.

Except as set forth in this Extension Agreement, and Board approved on June 29, 2011, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Consolidated Electrical Distributors, Inc.**

By:   
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent

\_\_\_\_\_  
Print Name

Director, Purchasing

\_\_\_\_\_  
Title

Date: 6/3/13

Date: \_\_\_\_\_



Attachment A

CAPISTRANO UNIFIED SCHOOL DISTRICT

Bid No. 1112-05 – Electrical Supplies and Materials  
Consolidated Electrical Distributors, Inc.

Bid Price Sheet  
July 1, 2013 – June 30, 2014

**CONDUIT**

		Percentage Discount
4,000	Galvanized	73.5 %
5,000	EMT	78.5 %
10,000	PVC 40	58.5 %
1,000	Flex (Aluminum)	47.2 %
5,000	Sealtite	61.1 %

**FITTINGS**

800	Galvanized	60.7 %
800	EMT	82.0 %
800	PVC 40	72.6 %
1,000	Sealtite	47.0 %
100	Channel Fittings	62.0 %

**WIRE**

50,000	THHN (copper)	64.4 %
--------	---------------	--------

**BOXES**

100	Steel	81.2 %
100	Screwdriver and Raintite Enclosures	37.7 %

**WIRING DEVICES**

25,000	Commercial	55.8 %
--------	------------	--------

**DISTRIBUTION EQUIPMENT**

6	Metering	79.0 %
5	Panels	79.0 %
75	Breakers	51.0 %

**MISCELLANEOUS**

500	Fuses	57.0 %
Each	Lamps	73.3 %
Each	Ballasts	72.8 %



CAPISTRANO UNIFIED SCHOOL DISTRICT  
 FROZEN FOOD PRODUCTS BID NO.: 1314-02  
 2013-2014 Pricing  
 Bid Summary

Line #	Description	Pack Size Per Case	Brand	Alternate Brand Name, Code # & Pack Size	Est. Yr. Usage By Case	Gold Star Food Service Incorporated Per Case Pricing	Gold Star Food Service Incorporated Extended Pricing	US Foods, Incorporated Per Case Pricing	US Foods, Incorporated Extended Pricing	Leabo Foods Distribution Incorporated Per Case Pricing	Leabo Foods Distribution Incorporated Extended Pricing	*A & R Wholesalers Per Case Pricing	*A & R Wholesalers Extended Pricing
1	Bagel, Whole Wheat White, IW	72/2.3 oz	Tony Roberts		816	\$22.73	\$18,547.68	\$21.70	\$17,707.20	\$20.77	\$16,948.32	\$20.22	\$16,499.52
2	Bagel-fuls, Cinnamon	76/2.5 oz	Kraft		117	\$32.18	\$3,765.06	\$30.87	\$3,611.79	\$30.73	\$3,595.41	\$29.80	\$3,486.60
3	Banana Bread Slice IW	70-3.4 oz	Super Bakery		64	\$38.78	\$2,481.92	\$36.53	\$2,337.92	\$34.43	\$2,203.52	\$33.36	\$2,135.04
4	Banana Bread Slice, Ultra IW	70/3.4 oz	Super Bakery		64	\$43.50	\$2,784.00	\$36.53	\$2,337.92	\$38.93	\$2,491.52	\$37.75	\$2,416.00
5	Bean & Cheese Fuitling	4/8 # bags	Arizona Gold		169	\$56.01	\$9,465.69	\$54.30	\$9,176.70	\$53.51	\$9,043.19	\$41.45	\$7,005.05
6	Beef Franks, Extra Lean	4/5#	Hoffy		72	\$55.99	\$4,031.28	\$26.18	\$1,884.96	\$51.86	\$3,733.92	\$50.28	\$3,620.16
7	Benefit Breakfast Bar	48/71 gram bars	Readi-Bake		782	\$20.23	\$15,819.86	\$21.67	\$16,945.94	\$18.34	\$14,341.88	\$17.22	\$13,466.04
8	Biscuit, Honey Whole Wheat	105/1.25 oz	Bridgford		298	\$15.74	\$4,690.52	\$15.53	\$4,627.94	\$13.73	\$4,091.54	\$14.32	\$4,267.36
9	Bread Bowl, Ultra Grain	90/2 oz	Super Bakery		90	\$31.65	\$2,848.50	\$27.59	\$2,483.10	\$27.18	\$2,446.20	\$26.39	\$2,375.10
10	Bread Bowl, Ultra Whole Grain	90/2 oz	Super Bakery		30	\$31.65	\$949.50	\$27.59	\$827.70	\$27.18	\$815.40	\$26.39	\$791.70

CAPISTRANO UNIFIED SCHOOL DISTRICT FROZEN FOOD PRODUCTS BID NO.: 1314-02 2013-2014 Pricing Bid Summary													
Line #	Description	Pack Size Per Case	Brand	Alternate Brand Name, Code # & Pack Size	Est. Yr. Usage By Case	Gold Star Food Service Incorporated Per Case Pricing	Gold Star Food Service Incorporated Extended Pricing	US Foods, Incorporated Per Case Pricing	US Foods, Incorporated Extended Pricing	Leabo Foods, Incorporated Per Case Pricing	Leabo Foods, Incorporated Extended Pricing	*A & R Wholesale Distributors Per Case Pricing	*A & R Wholesale Distributors Extended Pricing
11	Brownie Bite IW	150/1.3 oz	Buena Vista		324	\$32.75	\$10,611.00	\$33.65	\$10,902.60	\$30.21	\$9,788.04	\$29.50	\$9,558.00
12	Brownie Cup IW	90/1.5 oz	Daves		608	\$20.45	\$12,433.60	\$18.38	\$11,175.04	\$17.48	\$10,627.84	\$17.00	\$10,336.00
13	Brownie Lowfat Choc. Chip Fudge	96/2 oz	Buena Vista		546	\$33.42	\$18,247.32	\$32.94	\$17,985.24	\$30.75	\$16,789.50	\$29.98	\$16,369.08
14	Burrito, Bean & Cheese Ultra Spicy Whole Grain	80/5.95 oz	MCI/Cabp Primo		372	\$52.60	\$19,567.20	\$50.82	\$18,905.04	\$48.56	\$18,064.32	**\$40.98 commodity price	\$15,244.56
15	Burrito, Bean & Cheese, Whole Grain	60/5.75 oz	Fiesta Santa Fe		680	\$41.49	\$28,213.20	\$38.81	\$26,390.80	\$37.77	\$25,683.60	\$36.79	\$25,017.20
16	Cookie, Chocolate Chip Reduced Fat Dough	135/2.5 oz	Linda's		2,523	\$38.12	\$96,176.76	\$36.75	\$92,720.25	\$34.53	\$87,119.19	\$33.50	\$84,520.50
17	Cookie Chocolate Chip Whole Grain, Baked IW	200/1 oz	Linda's		1,227	\$32.89	\$40,356.03	\$31.65	\$38,834.55	\$30.21	\$37,067.67	\$29.44	\$36,122.88
18	Cookie, Chocolate chip, Reduced Fat Baked IW	75/2.5 oz	Linda's		147	\$28.28	\$4,157.16	\$27.29	\$4,011.63	\$26.04	\$3,827.88	\$25.29	\$3,717.63
19	Cookie, Sugar Holiday IW	150/1.1 oz	Buena Vista		180	\$31.66	\$5,698.80	\$32.56	\$5,860.80	\$29.30	\$5,274.00	\$28.32	\$5,097.60
20	Cookie, Sugar Reduced Fat, Whole Grain IW	180/1.1 oz	Buena Vista		180	\$32.88	\$5,918.40	\$32.56	\$5,860.80	\$30.38	\$5,468.40	\$29.49	\$5,308.20

CAPISTRANO UNIFIED SCHOOL DISTRICT  
 FROZEN FOOD PRODUCTS BID NO.: 1314-02

2013-2014 Pricing  
 Bid Summary

Line #	Description	Pack Size Per Case	Brand	Alternate Brand Name, Code # & Pack Size	Est. Yr. Usage By Case	Gold Star Food Service Incorporated Per Case Pricing	Gold Star Food Service Incorporated Extended Pricing	US Foods, Incorporated Per Case Pricing	US Foods, Incorporated Extended Pricing	Leabo Foods Distribution Incorporated Per Case Pricing	Leabo Foods Distribution Incorporated Extended Pricing	*A & R Wholesale Distributors Per Case Pricing	*A & R Wholesale Distributors Extended Pricing
21	Corn dog, Chicken Jalapeno Wh Grain	36/4 oz.	Foster Farms		210	\$15.75	\$3,307.50	\$15.65	\$3,286.50	\$15.72	\$3,301.20	\$14.55	\$3,055.50
22	Corn Dog, Chicken Whole Grain	96/4 oz.	Foster Farms		694	\$45.00	\$31,230.00	\$45.78	\$31,771.32	\$44.54	\$30,910.76	\$41.22	\$28,606.68
23	Double Dogs, Chicken	90/4 oz.	Micheal B's		489	\$62.64	\$30,630.96						
23	Double Dogs, Chicken conversion to each Gold Star \$0.696 ea US Foods \$0.732 ea Leabo Foods \$0.642 ea A & R \$0.666 ea		Micheal B's	60/4 oz, DD400	489			\$43.93	\$21,481.77	\$38.52	\$18,836.28	\$39.98	\$19,550.22
24	Frudel, Apple	72/2.29	General Mills/		135	\$35.23	\$4,756.05	\$33.63	\$4,540.05	\$31.68	\$4,276.80	\$29.50	\$3,982.50
25	Hot Pocket, Breakfast Cheese Pizza	96/2.3 oz.	Nestle		145	Discontinued by Nestle		No bid		\$37.18	\$5,391.10	\$37.11	\$5,380.95
26	Lunch Pizza Pack	42/6.6 oz.	Ardellas		135	43.19	\$5,830.65	44.82	\$6,050.70	\$41.24	\$5,567.40	**\$30.55 commodity price	\$4,124.25
27	Mini Cinnis	2.29 oz.	General Mills/		1,000	\$35.23	\$35,230.00	\$33.58	\$33,580.00	\$31.51	\$31,510.00	\$29.50	\$29,500.00
28	Mufin Top IW	60/2.5 oz.	Buena Vista		941	\$24.98	\$23,506.18	\$24.53	\$23,082.73	\$22.93	\$21,577.13	**\$20.72 commodity price	\$19,497.52

CAPISTRANO UNIFIED SCHOOL DISTRICT FROZEN FOOD PRODUCTS BID NO.: 1314-02 2013-2014 Pricing Bid Summary													
Line #	Description	Pack Size Per Case	Brand	Alternate Brand Name, Code # & Pack Size	Est. Yr. Usage By Case	Gold Star Food Service Incorporated Per Case Pricing	Gold Star Food Service Incorporated Extended Pricing	US Foods, Incorporated Per Case Pricing	US Foods, Incorporated Extended Pricing	Leabo Foods Distribution Incorporated Per Case Pricing	Leabo Foods Distribution Incorporated Extended Pricing	*A & R Wholesale Distributors Per Case Pricing	*A & R Wholesale Distributors Extended Pricing
29	Muffin, Corn IW	60/3 oz.	Dave's		354	\$24.82	\$8,786.28	\$23.67	\$8,379.18	\$22.66	\$8,021.64	\$22.00	\$7,788.00
30	Muffin, Whole Grain IW	60/3 oz.	Dave's		671	\$24.82	\$16,654.22	\$23.67	\$15,882.57	\$22.66	\$15,204.86	\$22.00	\$14,762.00
31	Oven Easy Drumstick	18#/cs	Tyson		42	\$57.27	\$2,405.34	\$60.45	\$2,538.90	\$54.68	\$2,296.56	\$52.25	\$2,194.50
32	Pancakes, Cinnamon Glazed IW	80/3 oz.	Con Agra/		183	\$31.14	\$5,698.62	\$22.89	\$4,188.87	\$29.73	\$5,440.59	\$28.55	\$5,224.65
33	Pancakes, Eggo Mini Blueberry	72/2.82 oz	Kellogs		140	\$30.11	\$4,215.40	\$28.89	\$4,044.60	\$28.75	\$4,025.00	\$27.25	\$3,815.00
34	Pretzel Rods, Whole Grain	180/1 oz	J & J Smacks		20	27.39	\$547.80	\$26.43	\$528.60	\$24.96	\$499.20	\$24.95	\$499.00
35	Rice Crispy Squares IW	50/1.6 oz	Super Bakery		408	\$22.99	\$9,379.92	\$20.94	\$8,543.52	\$19.95	\$8,139.60	\$19.38	\$7,907.04
36	Sidekicks, Frozen 100% Juice Cup, All Flavors	84/4.4 oz	Ridge		525	\$30.97	\$16,259.25	\$29.70	\$15,592.50	\$29.40	\$15,435.00	\$28.65	\$15,041.25
37	Smucker's Uncrustable Peanut Butter & Grape Jelly	72/2.6 oz	Smuckers		461	\$40.06	\$18,467.66	\$39.29	\$18,112.69	\$38.03	\$17,531.83	\$36.35	\$16,757.35
38	Sunbutter & Jelly Thins	84/4.7 oz	Michael B's		45	\$74.95	\$3,372.75	\$71.40	\$3,213.00	\$69.67	\$3,135.15	**\$56.15 commodity price	\$2,526.75

CAPISTRANO UNIFIED SCHOOL DISTRICT  
 FROZEN FOOD PRODUCTS BID NO.: 1314-02  
 2013-2014 Pricing  
 Bid Summary

Line #	Description	Pack Size Per Case	Brand	Alternate Brand Name, Code # & Pack Size	Est. Yr. Usage By Case	Gold Star Food Service Incorporated Per Case Pricing	Gold Star Food Service Incorporated Extended Pricing	US Foods, Incorporated Per Case Pricing	US Foods, Incorporated Extended Pricing	Leabo Foods Distribution Incorporated Per Case Pricing	Leabo Foods Distribution Incorporated Extended Pricing	*A & R Wholesale Distributors Per Case Pricing	*A & R Wholesale Distributors Extended Pricing
39	Tortillas, Flour 10" Ultra Grain	6/2 dz package	Romero's		246	\$18.00	\$4,428.00	\$20.27	\$4,986.42	\$17.58	\$4,324.68	\$17.52	\$4,309.92
40	Turkey Franks	8#/5"	Jennie O		261	\$21.14	\$5,517.54	\$21.82	\$5,695.02	\$20.18	\$5,266.98	\$19.55	\$5,102.55
41	Turkey Pretzel Dog IW	60/4 oz	20th Century Food Products		1143	\$38.53	\$44,039.79	\$39.51	\$45,159.93	\$36.96	\$42,245.28	\$34.38 commodity price	\$39,296.34
42	UBR, Ultimate Breakfast Round IW	126/2.2 oz	Rich's		62	\$50.11	\$3,106.82	\$49.42	\$3,064.04	\$47.85	\$2,966.70	\$46.42	\$2,878.04
43	Vegetable Frozen, Broccoli Florets	12/2#/cs	Packer		162	\$27.98	\$4,532.76			\$24.41	\$3,954.42		
	Vegetable Frozen, Broccoli Florets			Monarch	162			\$26.18	\$4,241.16				
	Vegetable Frozen, Broccoli Florets			Worlds Finest	162							\$25.45	\$4,122.90
44	Vegetable Frozen, Corn	203/cs	Choice		150	\$18.34	\$2,751.00			\$16.49	\$2,473.50		
	Vegetable Frozen, Corn	203/cs		Harvest	150			\$14.65	\$2,197.50				
	Vegetable Frozen, Corn	20 lb		Worlds Finest	150							\$16.62	\$2,493.00

CAPISTRANO UNIFIED SCHOOL DISTRICT  
 FROZEN FOOD PRODUCTS BID NO.: 1314-02  
 2013-2014 Pricing

Bid Summary

Line #	Description	Pack Size Per Case	Brand	Alternate Brand Name, Code # & Pack Size	Est. Yr. Usage By Case	Gold Star Food Service Incorporated Per Case Pricing	Gold Star Food Service Incorporated Extended Pricing	US Foods, Incorporated Per Case Pricing	US Foods, Incorporated Extended Pricing	Leabo Foods Distribution Incorporated Per Case Pricing	Leabo Foods Distribution Incorporated Extended Pricing	*A & R Wholesale Distributors Per Case Pricing	*A & R Wholesale Distributors Extended Pricing
45	Vegetable Frozen, Sliced Carrots	20#/cs	Choice		50	\$14.66	\$733.00	\$14.54		\$14.54	\$727.00		
	Vegetable Frozen, Sliced Carrots			Harvest	50			\$12.94	\$647.00				
	Vegetable Frozen, Sliced Carrots			Worlds Finest	50							\$13.26	\$663.00
46	Waffle Sticks, Whole Grain Maple 1W	72/2.33 oz	Krusteaz		144	\$30.00	\$4,320.00	\$30.15	\$4,341.60	\$35.99	\$5,182.56	\$28.20	\$4,060.80
47	Yogurt, Reduced Sugar, All Flavors	48/4 oz	Upstate		212	\$12.55	\$2,660.60	No Bid	No Bid	\$13.80	\$2,925.60	\$13.35	\$2,830.20
48	All Process Commodities are bid through DJ Co-ops. Provide a per case delivery charge.												
	Total						\$599,131.57		\$569,738.09		\$550,588.16		\$523,324.13

\*Award will be on an all or none basis to the single lowest responsive, responsible bidder meeting all the terms and specifications as outlined in the bid document.

\*\*Vendor bid only commodity price



CAPISTRANO UNIFIED SCHOOL DISTRICT  
 BID NO.: 1314-02  
 Frozen Food Products

COMPANY NAME: \_\_\_\_\_

**Attachment A**

**V. 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:

BID NO. 1314-02  
 FROZEN FOOD PRODUCTS

All in strict conformity with the bid documents, including Addenda Nos. 1, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, on file in the Purchasing Department of said District.

**PRICING TO INCLUDE ALL DELIVERY CHARGES**

Line #	Description	Pack Size Per Case	Brand	Alternate Brand Name, Code # and Pack Size	Code	Est. Yr. Usage by Case	Case Pricing for 2013-2014
1.	Bagel, Whole Wheat White, IW	72/2.3 oz	Tony Roberts	72/2.24oz	19232	816	\$20.22
2.	Bagel-fuls, Cinnamon	76/2.5 oz	Kraft	A/S	2126	117	\$29.80
3.	Banana Bread Slice IW	70-3.4 oz	Super Bakery	A/S	6071	64	\$33.36
4.	Banana Bread Slice, Ultra IW	70/3.4 oz	Super Bakery	A/S	7071	64	\$37.75
5.	Bean & Cheese Fuilling	4/8 # bags	Arizona Gold	A/S	0180408f	169	\$41.45
6.	Beef Franks, Extra Lean	4/5#	Hoffy (8/1)	A/S	1811	72	\$50.28

CAPISTRANO UNIFIED SCHOOL DISTRICT  
 BID NO.: 1314-02  
 Frozen Food Products

COMPANY NAME: \_\_\_\_\_

Line #	Description	Pack Size Per Case	Brand	Alternate Brand Name, Code # & Pack size	Code	Est. Yr. Usage by Case	Case Pricing for 2013-2014
7.	Benefit Breakfast Bar	48/71 gram bars	Readi-Bake	A/S	40401/40402	782	17.22
8.	Biscuit, Honey Whole Wheat	105/1.25 oz	Bridgford	A/S	6293	298	\$14.32
9.	Bread Bowl, Ultra Grain	90/2 oz	Super Bakery	A/S	8676	90	\$26.39
10.	Bread Bowl, Ultra Whole Grain	90/2 oz	Super Bakery	A/S	8676	30	\$26.39
11.	Brownie Bite IW	150/1.3 oz	Buena Vista	A/S	83330	324	\$29.50
12.	Brownie Cup IW	90/1.5 oz	Daves	90/1.7oz	126	608	\$17.00
13.	Brownie Lowfat Choc. Chip Fudge	96/2 oz	Buena Vista	A/S	81210	546	\$29.98
14.	Burrito, Bean & Cheese Ultra Spicy Whole Grain	80/5.95 oz	MCI/Cabo Primo	A/S	71470	372	\$40.98 w/comdty
15.	Burrito, Bean & Cheese, Whole Grain	60/5.75 oz	Fiesta Santa Fe	A/S	60575	680	\$36.79
16.	Cookie, Chocolate Chip Reduced Fat Dough	135/2.5 oz	Linda's	A/S	75650	2523	\$33.50

CAPISTRANO UNIFIED SCHOOL DISTRICT  
 BID NO.: 1314-02  
 Frozen Food Products

COMPANY NAME: \_\_\_\_\_

Line #	Description	Pack Size Per Case	Brand	Alternate Brand Name, Code # & Pack Size	Code	Est. Yr. Usage by Case	Case Pricing for 2013-2014
17	Cookie Chocolate Chip Whole Grain, Baked IW	200/1 oz	Linda's	A/S	71120	1227	\$29.44
18	Cookie, Chocolate chip, Reduced Fat Baked IW	75/2.5 oz	Linda's	A/S	70680	147	\$25.29
19	Cookie, Sugar Holiday IW	150/1.1 oz	Buena Vista	A/S	All Codes #73720,7120,71421,72820,73820,72920	180	\$28.32
20	Cookie, Sugar Reduced Fat, Whole Grain IW	180/1.1 oz	Buena Vista	A/S	73520	180	\$29.49
21	Corn dog, Chicken Jalapeno Whole Grain	36/4 oz	Foster Farms	A/S	96152	210	\$14.55
22	Corn Dog, Chicken Whole Grain	96/4 oz	Foster Farms	A/S	94124	694	\$41.22
23	Double Dogs, Chicken	90/4 oz.	Micheal B's	60/4oz	DD400	489	\$39.98
24	Frudel, Apple	72/2.29	General Mills/Pillsbury	A/S	127852	135	\$29.50
25	Hot Pocket, Breakfast Cheese Pizza	96/2.3 oz	Nestle	A/S	2310	145	\$37.11
26	Lunch Pizza Pack	42/6.6 oz	Ardellas	42/6oz	705	135	\$30.55 w/comdty

CAPISTRANO UNIFIED SCHOOL DISTRICT  
 BID NO.: 1314-02  
 Frozen Food Products

COMPANY NAME: \_\_\_\_\_

Line #	Description	Pack Size Per Case	Brand	Alternate Brand Name, Code # & Pack Size	Code	Est. Yr. Usage by Case	Case Pricing for 2013-2014
27	Mini Cinnis	2.29 oz.	General Mills/Pillsbury	72/2.29oz	133686	1000	\$29.50
28	Muffin Top IW	60/2.5 oz	Buena Vista	A/S	All Flavors, all codes #63110,63130,63180,63210,63230	941	\$20.72 #63130 w/comdty
29	Muffin, Corn IW	60/3 oz	Dave's	60/3.15oz	8263	354	\$22.00
30	Muffin, Whole Grain IW	60/3 oz.	Dave's	60/3.15oz	All Flavors, all codes #WG822, WG829, WG828, WG825, WG845	671	\$22.00
31	Oven Easy Drumstick	18#/cs	Tyson	106ct	1276	42	\$52.25
32	Pancakes, Cinnamon Glazed IW	80/3 oz	Con Agra/The Max	A/S	94643-04442	183	\$28.55
33	Pancakes, Eggo Mini Blueberry	72/2.82 oz	Kellogg's	A/S	49768/541057	140	\$27.25
34	Pretzel Rods, Whole Grain	180/1 oz	J & J Smacks		31012	20	24.95
35	Rice Crispy Squares IW	50/1.6 oz	Super Bakery	A/S	9427	408	\$19.38
36	Sidekicks, Frozen 100% Juice Cup, All Flavors	84/4.4 oz	Ridgefields	A/S	All Flavors, all codes	525	\$28.65

CAPISTRANO UNIFIED SCHOOL DISTRICT  
 BID NO.: 1314-02  
 Frozen Food Products

COMPANY NAME: \_\_\_\_\_

Line #	Description	Pack Size Per Case	Brand	Alternate Brand Name, Code # & Pack Size	Code	Est. Yr. Usage by Case	Case Pricing for 2013-2014
37.	Smucker's Uncrustable Peanut Butter & Grape Jelly	72/2.8 oz	Smuckers	72/2.6oz	6960	461	\$36.35
38.	Sunbutter & Jelly Thins	84/4.7 oz	Michael B's	A/S	SBS470	45	\$56.15 w/cmdty
39.	Tortillas, Flour 10" Ultra Grain	6/2 dz package	Romero's	A/S	210282UG	246	\$17.52
40.	Turkey Franks	8#/5"	Jennie O	20#	612869	261	\$19.55
41.	Turkey Pretzel Dog IW	60/4 oz	20 <sup>th</sup> Century Food Products	A/S	506040	1143	\$34.38 w/cmdty
42.	UBR, Ultimate Breakfast Round IW	126/2.2 oz	Rich's	A/S	08733	62	\$46.42
43.	Vegetable Frozen, Broccoli Florets	12/2#/cs	Packer	World's Finest 12/2#	02503	162	\$25.45
44.	Vegetable Frozen, Corn	203/cs	Choice	World's Finest 20#	7911	150	\$16.62
45.	Vegetable Frozen, Sliced Carrots	20#/cs	Choice	World's Finest 20#	6006	50	\$13.26
46.	Waffle Sticks, Whole Grain Maple IW	72/2.33 oz	Krusteaz	A/S	40327	144	\$28.20
47.	Yogurt, Reduced Sugar, All Flavors	48/4 oz	Upstate	A/S	All Flavors, all Codes	212	\$13.35
48.	<b>All Process Commodities are bid through DJ Co-ops. Provide a per case delivery charge.</b>					Annual Estimated Case Count is 21,593	FFS: \$1.95 Lings: \$3.50

B. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders – Invitation For Bids.

C. Bidder agrees to complete the order within 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. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of CALIFORNIA and that SANG KIM whose title is COORDINATOR is 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. SEE ATTACHED FOR EXCEPTIONS

Extension option for one year:  option granted  option not granted

Extension option for a second year:  option granted  option not granted

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed including all contract documents as indicated and are required to be submitted with this bid:

1.  Bid Specifications and Requirements
2.  Bid Form and Agreement
3.  NonCollusion Declaration in Accordance with Public Contract Code Section 7106
4.  Information Required of Bidder
5.  N/A Certification Anticipated Participation of Disabled Veteran Business Enterprises
6.  Suspension and Debarment Certifications
7.  Lobbying Certification
8.  Disclosure of Lobbying Activities
9.  Certification by Contractor Criminal Records Check
10.  Drug Free Workplace Certification
11.  Conflict of Interest
12.  Tobacco Use Policy
13.  Product Recall Program
14.  Disaster Contingency Plan
15.  Food Security and Safety Program
16.  HACCCP Plan

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BID NO.: 1314-02  
Frozen Food Products

COMPANY NAME ACR WHOLESALE DISTRIBUTORS INC

# BID COORDINATOR

I, SAN - KIM the \_\_\_\_\_ (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: ACR WHOLESALE DISTRIBUTORS INC  
Signed by: RON PAZ  
Date: 5/10/13  
Business Address: 1765 W PENHALL WAY  
ANAHEIM CA 92801

## PARTNERSHIP

Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_ Partner  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Other Partners: \_\_\_\_\_

## CORPORATION

Name: ACR WHOLESALE DISTRIBUTORS INC  
(a CALIFORNIA Corporation\*)  
Business Address: 1765 W PENHALL WAY  
ANAHEIM CA 92801  
Signed by: \_\_\_\_\_, President\*\*,  
Dated: 5/10/13

\* 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: \_\_\_\_\_

**CONTRACT TERM**

The initial contract term is July 1, 2013, through June 30, 2014, and may be extended by mutual written agreement of both parties and upon Board approval, for a renewal term not to exceed two additional one-year periods.

Annual cost of products requested by District and provided by Vendor under this contract shall not exceed \$2,500,000. This amount may be increased by mutual written agreement of both parties and Board approved.

**AGREEMENT ACCEPTED BY DISTRICT**

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXTENSION OF AGREEMENT**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**P & R PAPER SUPPLY COMPANY, INCORPORATED**

Bid No. 1213-03, Paper and Plastic Products for Food and Nutrition Service, called for an original 12-month contract period of July 1, 2012, through June 30, 2013, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 months as allowed by the California Education Code 17596.

The contract with P & R Paper Supply Company, Incorporated pursuant to Bid No. 1213-03, shall be extended for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on June 26, 2013.

The total cost of products requested by District and provided by Vendor under this extension shall not exceed \$240,000. This amount may be increased by mutual written agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on July 25, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

**Capistrano Unified School District**

**P & R Paper Supply Company,  
Incorporated**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent

\_\_\_\_\_  
Print Name

Director, Purchasing

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CAPISTRANO UNIFIED SCHOOL DISTRICT  
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE

BID NO. 1213-03

EXHIBIT A

Line No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	P & R Paper Supplies Co. Unit Bid Price	Proposed 2013-2014 Unit Bid Price
1	Bag, Brown Lunch 6 lb.	500/cs	Duro Bag DUR-6LB	\$7.25	\$7.85
2	Bag, Brown Lunch 6 lb. "Printed Design"		5# Love School Lunch 1M/cs Bag 200	\$47.85	\$47.85
3	Foil Bag, Printed "Fresh-Delicious"	1000/cs	Bagcraft Papercon PPC-300525	\$53.00	\$53.00
4	Foil Bag, Printed "Chicken"	1000/cs	Bagcraft Papercon PPC-444492	\$24.40	\$24.40
5	Freezer Bag, 18x24	250/cs	ELK-BOR 1824H	\$10.25	\$10.25
6	Bag, Hot Vented Ovenable 7.5x11.75	5000/cs	EPAC HB7511	no bid	no bid
7	Bag, Non Vent Cold 6x8.75	5000/cs	EPAC CD-68NV	no bid	no bid
8	Bag, Non Vent Cold 7.5x11	5000/cs	EPAC CD-7511NV	no bid	no bid
9	Bag, Poly 8x4x18	1000/cs	Elkay ELK-8418-15	\$34.50	\$34.50
10	Bag, Sandwich #6	2000/cs	California Paper Bag CLB-6SB	\$7.95	\$7.95
11	Bag, Zippered Lunch Pouch	250/cs	Robbie Manufacturing ROB-11506	\$44.95	\$44.95
12	Bowl, 12 oz. Molded Fiber "Bagasse"	1000/cs	Prime-ware PRM-BL-12	\$34.45	\$34.45
13	Bowl, 24 oz. Clear	252/cs	Dart DRT-C24B	\$44.90	\$49.40

CAPISTRANO UNIFIED SCHOOL DISTRICT  
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE

BID NO. 1213-03

EXHIBIT A

Line No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	P & R Paper Supplies Co. Unit Bid Price	Proposed 2013- 2014 Unit Bid Price
14	Bowl, Black Micro 12/16oz.	500/cs	Anchor ANC-4605817	\$38.95	\$40.90
15	Box, Chinese Pagoda Pail, 1 Pint	450/cs	Golden West Paper GWP-16MW	\$25.40	\$25.40
16	Container, 2 Pocket Dipping	500/cs	PAR-82612	\$43.45	\$43.45
17	Container, Black Portion Tray 8 oz.	1000/cs	PAR-21980	\$25.40	\$26.90
18	Container, White Food 8 oz.(Soups, Chili)	1000/cs	Lollicup LLC-KD P8W	\$44.00	\$44.00
19	Container, Lunch Box, Clear Shallow	500/cs	Parpak PAR-02010	\$61.00	\$64.65
20	Cup, 12 oz. Hot Beverage "Café Design"	1000/cs	DART DRT=12X12G	\$28.50	\$29.95
21	Cup, Clear Soft Cup, Old Fashioned 9 oz. Tall M TP9C	1000/cs	SOL-116294	\$48.40	\$52.30
22	Cup, Plastic Portion 2oz.	2500/cs	Solo SOL-151320	\$22.00	\$22.00
23	Cup, Plastic Portion 5.5 oz.UR55	2500/cs	Solo SOL-1551323	\$44.45	\$44.45
24	Cup, Pleated Paper 3.5 oz.	2500/cs	Genpak GPK-W450F	\$42.00	\$42.00
25	Cup,"Munchie"2.5 oz.	1000/cs	Solo SOL-GF24	\$47.45	\$47.45
26	Lid, PP Dome Lid for 12-24 oz.	500/cs	Anchor ANC-LH5800D	\$34.45	\$36.20

CAPISTRANO UNIFIED SCHOOL DISTRICT  
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE

BID NO. 1213-03

EXHIBIT A

Line No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	P & R Paper Supplies Co. Unit Bid Price	Proposed 2013- 2014 Unit Bid Price
27	Lid, Dome for 24-64oz.	252/cs	Dart DRT-C64BDL	\$48.30	\$53.60
28	Lid, PL4 Clear (3.25-5.5 oz.)	2500/cs	Solo SOL-151332	\$32.85	\$32.85
29	Lid, PL2 Clear (1.5-2.5 oz.)	2500/cs	Solo SOL 151331	\$22.30	\$22.30
30	Lid, PP Flat Lid (8 oz. white food container)	1000/cs	Lollicup LLC-KL95PP	\$27.80	\$27.80
31	Lid, 8 oz. Portion Tray	1000/cs	Parpak PAR-21879	\$24.00	\$25.45
32	Fork, Plastic Medium Weight	1000/cs	Nutra-bond NTR-3640	\$5.65	\$5.65
33	Knife, Plastic Medium Weight	1000/cs	Nutra-bond NTR-3641	\$5.65	\$5.65
34	Spoon, Plastic Medium Weight	1000/cs	Nutra-bond NTR-3642	\$5.65	\$5.65
35	Spoon, Soup Plastic Medium Weight	1000/cs	Nutra-bond NTR-3643	\$5.65	\$5.65
36	M/W Kit w/spike straw	1000/cs	Nutra-bond NTR-3608P	\$11.75	\$11.75
37	M/W Kit Adult, X-Heavy K,F, S, Napkin	250/cs	Max Packaging MAX58GB4BLK	\$35.95	\$37.50
38	Napkin, Cocktail Black	1000/cs	Hoff-master HOF-57029	\$17.40	\$17.40
39	Napkin, Cocktail Orange	4000/cs	Patterson PAT-1078240	\$125.90	\$125.90

CAPISTRANO UNIFIED SCHOOL DISTRICT  
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE

BID NO. 1213-03

EXHIBIT A

Line No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	P & R Paper Supplies Co. Unit Bid Price	Proposed 2013- 2014 Unit Bid Price
40	Napkin, Cocktail Red	1000/cs	Hoff-master HOF-57002	\$17.40	\$17.40
41	Napkin, Cocktail White	4000/cs	Pat-1078124	\$13.55	\$13.55
42	Napkin, Hynap Tallfold	10000/cs	TRFW-R-1000	\$21.15	\$21.15
43	Foil Sheets Medallion 12x10.75	2400/cs	Handi-foil HFA-21215	\$45.40	\$45.40
44	Film, Wrapmaster 12x200	2 rolls/cs	NP & PC WPL-172	\$35.00	\$35.00
45	Film, Wrapmaster 18x2000	2 rolls/cs	NP & PC WPL-804	\$41.40	\$41.40
46	Foil, Wrapmaster 18x500	2 rolls/cs	NP & PC WPL-822	\$52.00	\$52.00
47	Foil, Mexiwrap 10.5x14 "Chipotles"	2500/cs	Bagcraft Papercon PPC-400028	\$67.45	\$67.45
48	Foil, Green Design Print 10.5x14	2000/cs	Bagcraft Papercon PPC-300845	\$47.90	\$50.80
49	Foil, Sheets 12x10.75	2400/cs	HFA-21215	\$45.40	\$45.40
50	Pick Up Tissue	10000/cs	Bagcraft Papercon MCN-103301	\$3.50	\$3.70
51	Menu Tissue, White 12x12	10000/cs	McNairn Packaging MCN-041020	\$71.00	\$74.55
52	Wax Paper, "Southwest" 12x12	5000/cs	Bagcraft Papercon PPC-300365	\$57.40	\$57.40

CAPISTRANO UNIFIED SCHOOL DISTRICT  
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE

BID NO. 1213-03

EXHIBIT A

Line No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	P & R Paper Supplies Co. Unit Bid Price	Proposed 2013- 2014 Unit Bid Price
53	Menu Tissue, Grease Resistant "Yellow" 12x12	5000/cs	MCN-018076	\$42.90	\$42.90
54	Wrap, "Red Check" 12x12	5000/cs	Bagcraft Papercon PPC-057700	\$57.40	\$60.85
55	Pan, Hotel Disposable ½ pan size	100/cs	Handi-foil HFA-321-35	\$22.95	\$22.95
56	Pan, Hotel Disposable full pan size	50/cs	Handi-foil HFA-2019-001	\$33.45	\$33.45
57	Carry Tray, Plaid Cardboard	500/cs	LA Paper Box PNR-CT963	\$15.45	\$15.90
58	Tray, 1 Cell Portion 3-3/4"x3- 3/4"x1-1/4"	1000/cs	Par-21838	\$41.00	\$41.00
59	Tray, 1 Compartment Foil	1000/cs	Handi-foil HFA-4102-30	\$58.90	\$58.90
60	Tray, Foil School Feed Pan Hot Dog	1000/cs	Handi-foil HFA-4100-30	\$63.40	\$63.40
61	Tray, Foil School Feed H-Burger	1000/cs	Handi-foil HFA-4101-30	\$63.40	\$63.40
62	Tray, Food 1#	1000/cs	Golden West Paper GWP-KB100	\$13.45	\$13.45
63	Tray, Food 3#	1000/cs	Southern Champion GWP-KB300	\$12.90	\$12.90
64	Tray, 5 Compartment, Molded Fiber	500/cs	Huh-tamaki CHI-22025	\$47.40	\$48.85
65	Tray, Portion 3-3/4"x3-3/4"x1- 3/4"	1000/cs	Par-21927	\$23.90	\$23.90



CAPISTRANO UNIFIED SCHOOL DISTRICT  
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE

BID NO. 1213-03

EXHIBIT A

Line No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	P & R Paper Supplies Co. Unit Bid Price	Proposed 2013-2014 Unit Bid Price
66	Tray, Pressware 4x4 inch	1500/cs	Pressware PRW-PCS-4412	\$105.00	\$105.00
67	Plate, 6 inch black or white foam	1000/cs	MBL-YTH 10006	\$17.40	\$17.40
68	Plate, 9 inch black or white foam	500/cs	MBL-TH2-009	\$13.95	\$13.95
69	Stirrer, Plastic 5 inch	10000/cs	NAS-420122	\$10.25	\$10.25
70	Wrapmaster Dispenser for 12 inch film		NP & PC WPL-12WMP	\$21.00	\$32.50
71	Wrapmaster Dispenser for 18 inch film		NP & PC WPL-18WMP	\$31.00	\$42.50
72	Scouring pad, thin - green	1000/cs	ACS Industries ACS-S96	\$10.50	\$10.50
73	Apron, Plastic Disposable	1000/cs	Goldmax GOL1532-1	\$31.50	\$31.50
74	Glove, Elastique Large	1000/cs	Goldmax GOL-7561	\$34.90	\$34.90
75	Glove, Elastique Medium	1000/cs	Goldmax GOL-7571	\$34.90	\$34.90
76	Glove, Elastique Small	1000/cs	Goldmax GOL-7581	\$34.90	\$34.90
77	Glove, Plastic Disposable	10000/ CS	Goldmax GOL 1502	\$39.50	\$39.50
78	Gloves, Rubber Medium "Yellow"	12/cs	LIG-4203	\$5.65	\$5.65

CAPISTRANO UNIFIED SCHOOL DISTRICT  
PAPER AND PLASTIC PRODUCTS FOR FOOD AND NUTRITION SERVICE

BID NO. 1213-03

EXHIBIT A

Line No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	P & R Paper Supplies Co. Unit Bid Price	Proposed 2013-2014 Unit Bid Price
79	Cap, Bouffant 21" White	1000/cs	GOL-20251	\$22.95	\$22.95
80	Kleenex Tissue	48/cs	KCC-21606	\$65.90	\$65.90
81	Trash Liner, Black 23x17x46, 45 gallon	100/cs	Fortune Plastics FOP-BK49BK	\$13.90	\$14.75
82	Pan Liner, 16x24 GPQ	1000/cs	PPC-25Q1	\$25.40	\$25.40
83	Pan Liner, 21x13 full size deep	50/cs	Pansaver PAN-42002	\$27.40	\$28.00
84	Oven Mitt, 17" Pyrotex	72 pair/cs	John Ritzen-Thaler Company ARD-2PX27BET	\$4.50	\$4.50



# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES  
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May 2, 2013

P & R Paper Supply Company, Inc.  
Lindsey Ineichen, School Sales Manager  
1898 E. Colton Ave.  
Redlands, CA 92374

**Subject: Bid No. 1213-03 – Paper and Plastic Products for Food and Nutrition Service**

Dear Ms. Ineichen:

Your current contract for paper and plastic products for Food and Nutrition Service with the Capistrano Unified School District, as referenced above, will expire on June 30, 2013.

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide your proposed pricing on the enclosed form. **Should your company wish to extend your contract for an additional 12-month period, a letter stating your desire to extend and your proposed pricing on the enclosed form must be received in our office by May 28, 2013.**

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Debbie Henningsen  
Buyer, Purchasing Department

enc.

c: Dawn Davey, Director, Food and Nutrition Services

*Handwritten notes:*  
E. Ineichen 5/2/13  
Lindsey Ineichen 5/2/13  
Dawn Davey 5/2/13

# P&R Paper Supply Company, Inc.

*Wholesale Distributors of Paper, Packaging, and Janitorial Supplies, Since 1965*

Phone: 909-794-1108 - Fax: 909-794-1237 - [www.prpaper.com](http://www.prpaper.com) - Email: [info@PRPaper.com](mailto:info@PRPaper.com)

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May 28, 2013

Capistrano USD  
Child Nutrition Service  
33122 Valle Road.  
San Juan Capistrano, CA 92675  
Attn: Debbie Henningsen

Re: Extension of Paper Bid for 2013-2014 School Year

Dear Debbie:

Thank you for allowing us the opportunity to renew pricing with your school district. The attached spreadsheet illustrates any price differences between current contracted items and the contracted items for the upcoming school year. As you can see, we were able to hold pricing on a large majority of your items, including the cutlery, gloves, and pan. Any cost increases have been addressed directly with the manufacturer, and therefore supported with the attached corresponding letters.

In addition to providing a distribution service to our school districts, P&R Paper has accepted the responsibility of functioning as a packaging consultant to our customers. We feel it is our duty to be experts in our field and to ensure that our customers are aware of new and innovative products in the market - and are using the items that best meet their needs. Our staff is eager to work with you in determining which products may be suitable alternatives for your district.

Also, we continue to be committed to preserving our natural environment and encourage you to be a leader in this movement. We continue to have a variety of suitable product replacements that will help make this happen.

Please feel free to contact our office any time if you have any questions about product alternatives.

Sincerely,



Lindsey Ineichen  
School District Sales Manager  
(909) 389-1825

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**Corporate Office**  
P.O. Box 590 - 1898 E. Colton Avenue  
908 Redlands, CA 92374  
909-794-1108

**Southern CA**  
1350 Piper Ranch Road  
San Diego, CA 92154

**Northern CA**  
2351 Lincoln Avenue  
Hayward, CA 94545  
510-732-1105

				<b>2013-2014</b>	
<b>Bid Item #</b>	<b>Item Number</b>	<b>Description</b>	<b>2012-2013 Price</b>	<b>Price</b>	
1	DUR-6LB	13601#6 BROWN GROCERY BAG 500	7.25	7.85	
2	BAG-200	5# "LOVE SCHOOL LUNCH" 1M/CS	47.85		✓
3	PPC-300525	FOIL FRESH-DELICIOUS BAG 1M/CS	53.00		✓
4	PPC-444492	PRINTED FOIL CHICKEN BAG 1M/CS	24.40		✓
5	*ELK-BOR1824H	18x24 FREEZER/FOOD BAG 250/CS	10.25		✓
9	ELK-8418-15	8x4x18 1.5mil POLY BAG 10/100	34.50		✓
10	CLB-6SB	#6 SANDWICH BAG 4.5X4.5 2M/CS	7.95		✓
11	ROB-11506	ZIPPERED LUNCH POUCH 250	44.95		✓
12	PRM-BL-12	12oz BAGASSE BOWL 8/125	34.45		✓
13	DRT-C24B	24oz CLEAR PRESENTABOWL 252/CS	44.90	49.40	
14	ANC-4605817	12/16oz BLACK MICRO BOWL 500	38.95	40.90	
15	GWP-16FP-PMW	PINT MICRO PAIL "PAGODA" 450	25.40		✓
16	PAR-82612	2-PKT DIPPING CONTAINER 500	43.45		✓
17	PAR-21980	8oz BLACK PORTION TRAY 1M	25.40	26.90	
18	LLC-KDP8W	8oz WHITE FOOD CONTAINER 1M	44.00		✓
19	PAR-02010	CLEAR SHALLOW LUNCH BOX 500	61.00	64.65	
20	DRT-12X12G	12oz "CAFE" DESIGN CUP 50/20	28.50	29.95	
21	SOL-116294	TP9C-CLEAR SOFT CUP 9oz TALL M	48.40	52.30	
22	SOL-151320	B200-PLASTIC PORTION 2oz 2500	22.00		✓
23	SOL-151323	UR55-PLASTIC PORTION 5.5oz2500	44.45		✓
24	GPK-W450F	3-1/2oz PLEATED WATER 25/100	42.00		✓
25	SOL-GF24	2.5oz MUNCHIE CUP 1M/CS	47.45		✓
26	ANC-LH5800D	PP DOME LID FOR 12-24oz 500	34.45	36.20	
27	DRT-C64BDL	DOME LID FOR 24-64oz BOWLS 252	48.30	53.60	
28	SOL-151332	PL4-CLEAR LID(3.25-5.5oz) 2500	32.85		✓
29	SOL-151331	PL2-CLEAR LID(1.5-2.5oz) 2500	22.30		✓
30	LLC-KL95PP	PP FLAT LID FOR 8oz F/C 1M	27.80		✓
31	PAR-21879	LID FOR 8oz PORTION TRAY 1M	24.00	25.45	
32	NTR-3640	MED WEIGHT FORK 10/100	5.65		✓
33	NTR-3641	MED WEIGHT KNIFE 10/100	5.65		✓
34	NTR-3642	MED WEIGHT SPOON 10/100	5.65		✓
35	NTR-3643	MED WEIGHT SOUP SPOON 10/100	5.65		✓
36	NTR-3608P	M/W KIT W/SPIKE STRAW 1M/CS	11.75		✓
37	MAX-58GB4BLK	X-HVY K-F-S S/P BLK GING 250/C	35.95	37.50	
38	HOF-57029	10x10 BLACK NAPKIN 1M	17.40		✓
39	PAT-1078240	10X10 ORANGE NAPKIN 4M	125.90		✓

Bid Item #	Item Number	Description	2013-2014	
			2012-2013 Price	Price
40	HOF-57002	10x10 RED NAPKIN 1M	17.40	✓
41	PAT-1078124	10x10 WHITE 1-PLY NAPKIN16/250	13.55	✓
42	*TFW-R-1000	HYNAP TALLFOLD NAPKIN 10M	21.15	✓
43	HFA-21215	12x10.75 MEDALLION FOIL 12/200	45.40	✓
44	WPL-172	12x2000 WRAPMASTER FILM 2RL/CS	35.00	✓
45	WPL-804	18x2000 WRAPMASTER FILM 2RL/CS	41.40	✓
46	WPL-822	18x500 WRPMASER FOIL STD 2/CS	52.00	✓
47	PPC400028	10.5x14 MEXIWRAP FOIL 5/500	67.45	✓
48	PPC-300845	10-1/2x14 GREEN DESIGN FL 2M	47.90	50.80
49	*HFA-21215	12x10.75 FOIL SHEETS 2400/CS	45.40	✓
50	MCN-103301	MXT6-6x10.75 PICKUP TISS 10/1M	3.50	3.70
51	MCN-041020	12x12 WHITE MENU TISSUE 10/1M	71.00	74.55
52	PPC-300365	12x12 SOUTHWEST WAX PAPER 5M	57.40	✓
53	MCN-018076	12x12 YELLOW GREASE RESIST5/1M	42.90	✓
54	PPC-057700	12x12 "RED CHECK" WRAP 5/1M	57.40	60.85
55	HFA-321-35	1/2 SZ STEAM PAN-DEEP 100/CS	22.95	✓
56	HFA-2019-00	FULL SZ STEAM PAN-DEEP 50/CS	33.45	✓
57	PNR-MP963	MY PLATE CARRY TRAY 500/CS	15.45	15.90
57	PNR-CT963	RED PLAID CARRY TRAY 500/CS	15.45	15.90
58	PAR-21838	*TRAY, 1 CELL 3-3/4"x3-3/4"x1-1/4" 1M/CS	41.00	✓
59	HFA-4102-30	SCHOOL FEED PAN 1-COMP 1M/CS	58.90	✓
60	HFA-4100-30	SCHOOL FEED PAN HOT-DOG 1M/CS	63.40	✓
61	HFA-4101-30	SCHOOL FEED PAN H-BURGER 1M/CS	63.40	✓
62	GWP-KB100	1# KRAFTBACK FOOD TRAY 1M/CS	13.45	✓
63	GWP-KB300	3# KRAFTBACK FOOD TRAY 500/CS	12.90	✓
64	CHI-22025	5-COMP MOLDED FIBER TRAY 500	47.40	48.85
65	PAR-21927	*TRAY, PORTION 3-3/4"x3-3/4"x1-1/4" 1M/CS	23.90	✓
66	PRW-PCS4412	PRESSWAR 4.25x4.25x1.25 1500/C	105.00	✓
67	MBL-YTH10006	6" UNLAM FOAM PLATE 8/125	17.40	✓
68	MBL-TH1-0009	9" UNLAM FOAM PLATE 4/125	13.95	✓
69	NAS-420122	5" BROWN PLASTIC STIRRER 10/1M	10.25	✓
70	WPL-12WMD	*DISPENSER 12" WRAPMASTER	21.00	32.50
71	WPL-18WMD	DISPENSER 18" WRAPMASTER	31.00	42.50
72	ACS-SO96	THIN GREEN SCOURING PAD 6/10	10.50	✓
73	GOL-1532-1	28x46 PLASTIC APRONS 20/50	31.50	✓
74	GOL-7561	LRG PF ELASTIQUE VINYL GLOVE1M	34.90	✓
75	GOL-7571	MED PF ELASTIQUE VINYL GLOVE1M	34.90	✓
76	GOL-7581	SML PF ELASTIQUE VINYL GLOVE1M	34.90	✓
77	GOL-1502	MED PLASTIC DISP GLOVE 10/1M	39.50	✓
78	LIG-4203	MED RUBBER GLOVES YELLOW 12/BG	5.65	✓

				<b>2013-2014</b>	
<b>Bid Item #</b>	<b>Item Number</b>	<b>Description</b>		<b>2012-2013 Price</b>	<b>Price</b>
79	GOL-20251	21" WHITE BOUFFANT CAP 10/100		22.95	✓
80	KCC-21606	KLEENEX FACIAL TISSUE 48/125		65.90	✓
81	FOP-BK48BK	23x17x46 45gl BLCK LNR 1.0 100		13.90	14.75
82	PPC-25Q1	16X24 #GPQ PAN LINER 1M/CS		25.40	✓
83	PAN-42002	PANSAVER-FULL PAN 6"DEEP 50		27.40	28.00
84	ARD-2PX27BET	17" PYROTEX OVEN MITT 72PR/CS		4.50	✓
<b>*CHANGE IN ITEM CODE FOR THE 2013-2014 SCHOOL YEAR</b>					



Bag Manufacturing Company

7600 Empire Drive  
Florence, KY 41042  
Phone: 859-371-2150  
800-879-3876  
www.durobag.com

March 13, 2013

**DURO BAG ANNOUNCES PRICE INCREASE  
ON ALL PRODUCTS EFFECTIVE WITH ORDERS SHIPPED AFTER APRIL 15, 2013**

Dear Valued Customer,

Raw material and other operating costs continue to escalate. Due to these increased costs, Duro Bag will be implementing the following price increase:

- **All shopping bags** 5%
- **All white bags (other than shopping bags)** 8%
- **All kraft bags (other than shopping bags)** 10%
- **All other items (i.e. counter rolls, reusable bags, plastic bags)** 8%

We will continue to accept orders for your normal requirements at current price levels. Orders must be placed in accordance with standard lead times and call for **shipment before April 15**. Orders shipped after April 15, 2013 will be invoiced at the new price levels. **No loading orders will be permitted on this price increase.**

As always we appreciate your support and look forward to serving your bag needs now and in the future. A Duro sales representative will contact you to offer any assistance and answer any questions you might have with respect to this increase.

Sincerely,

Duro Bag Manufacturing Company

MANUFACTURING PLANTS  
ALSIP, IL • BROWNSVILLE, TX • ELIZABETH, NJ • FLORENCE, KY • JACKSON, TN  
RICHWOOD, KY • RIO BRAVO, MEXICO • TOLLESON, AZ





DART CONTAINER CORPORATION

www.dart.biz

MASON, MICHIGAN 48854 • Ph: (517) 676-3800 • Fax: (517) 676-3883 • Email: sales@dart.biz

February 20, 2013

To Our Valued Dart Customers:

Due to increases in raw material costs, it is necessary that we increase prices to our Foodservice customers on the following Dart products:

<u>Product Description</u>	<u>Increase</u>
• Unprinted and Custom Printed Conex Translucent Cups and Lids	5%
• Unprinted and Custom Printed Conex Deli Containers and Lids	5%
• Conex Complements Portion Containers	5%
• ClearSeal, Showtime, and StayLock Clear Hinged Lid Containers - OPS	5%
• ClearPac OPS Clear Containers and Lids	5%
• PresentaBowls Clear Bowls and Lids - OPS	5%
• Foam Dinnerware	5%
• Famous Service Impact Plastic Dinnerware	5%
• Dinnerware Covers	5%
• Foam Hinged Lid Containers	5%
• Style Select Medium Weight PS Cutlery with Recycled Content - Black	5%
• Portion Container Lids	8%
• Unprinted and Custom Printed Conex Classic PET Clear Cups and Lids	8%
• Custom Printed and Stock Printed Conex Classic Re-PETE Clear RPET Cups	8%
• Unprinted and Custom Printed Conex ClearPro PP Clear Cups	8%
• Custom Printed Conex ProMotions PP White Cups	8%
• ClearSeal and StayLock Clear Hinged Lid Containers - PET	8%
• PresentaBowls Clear Bowls and Lids - PET	8%
• ClearPac SafeSeal Clear Containers - PET	8%
• PresentaBowls Pro PP Black Containers and Clear Lids	8%
• Style Setter Medium Weight PP Cutlery - White and Honey	8%
• Bonus Light Weight PP Cutlery - White	8%

The following retail packaged products will also be increased for those Foodservice customers purchasing them:

• Retail Packaged Translucent Plastic Cups and Colored Cups	5%
• Retail Packaged Clear Plastic Cups	8%
• Retail Packaged Dinnerware	5%

Effective Date of Increased Prices: April 1, 2013

Orders for unprinted products placed prior to April 1, 2013, calling for immediate shipment and not exceeding a normal two-week supply, will be honored at current prices. Orders received April 1, 2013, and after will be invoiced at the increased prices.

Orders for custom printed products placed prior to April 1, 2013, for a normal single print release quantity calling for immediate shipment, will be honored at current prices. Orders received April 1, 2013, and after will be invoiced at the increased prices.

Within the next several business days, we will send you a listing of the Dart products you currently purchase and that are affected by this price increase. That listing will include your pre-increase and post-increase prices for those products.

Please note that foam cups, lids for foam cups, and Fusion cups are not increasing in price.

Thank you for adjusting your records and for your continued support.

DART CONTAINER CORPORATION

/bs

MANUFACTURING LOCATIONS: MICHIGAN • PENNSYLVANIA • ILLINOIS • GEORGIA • CALIFORNIA  
FLORIDA • WASHINGTON • TEXAS • KENTUCKY • MISSISSIPPI  
CANADA • MEXICO • UNITED KINGDOM • AUSTRALIA • ARGENTINA



DART CONTAINER CORPORATION

www.dart.biz

MASON, MICHIGAN 48854 • Ph: (517) 676-3800 • Fax: (517) 676-3883 • Email: sales@dart.biz

November 12, 2012

To Our Valued Dart Customers:

Due to increases in raw material and other manufacturing costs, it is necessary that we increase prices to foodservice customers on the following Dart products:

<u>Product Description</u>	<u>Increase</u>
• Unprinted and Custom Printed Conex Translucent Cups and Translucent Lids	5%
• Conex Cup 9C05	5%
• Unprinted and Custom Printed Conex Deli Containers and Lids	5%
• Conex Complements Portion Containers (portion container lids are <u>not</u> increasing)	5%
• Showtime Clear Hinged Containers	5%
• ClearSeal Clear Hinged Containers (OPS only)	5%
• StayLock Clear Hinged Containers (OPS only)	5%
• ClearPac Containers and Lids (ClearPac SafeSeal containers are <u>not</u> increasing)	5%
• PresentaBowls Clear Bowls and Lids (OPS only)	5%
(PresentaBowls Pro PP containers and lids are <u>not</u> increasing)	
• Dinnerware Covers	5%
• Famous Service Impact Plastic Dinnerware	5%
• Foam Dinnerware	5%
• Foam Hinged Lid Containers	5%
• Retail Packaged Plastic Cups (Translucent, Clear PS, and Colored Cups)	5%
• Retail Packaged Dinnerware	5%

Effective Date of Increased Prices: January 2, 2013

Orders for unprinted products placed prior to January 2, 2013, calling for immediate shipment and not exceeding a normal two-week supply, will be honored at current prices. Orders received January 2, 2013, and after will be invoiced at the increased prices.

Orders for custom printed products placed prior to January 2, 2013, for a normal single print release quantity calling for immediate shipment, will be honored at current prices. Orders received January 2, 2013, and after will be invoiced at the increased prices.

Within the next several business days, we will send you a listing of the Dart products you currently purchase and which are affected by this price increase. That listing will include your pre-increase and post-increase prices for those products.

Thank you for adjusting your records and for your continued support.

DART CONTAINER CORPORATION

/bs

MANUFACTURING LOCATIONS: MICHIGAN • PENNSYLVANIA • ILLINOIS • GEORGIA • CALIFORNIA  
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CANADA • MEXICO • UNITED KINGDOM • AUSTRALIA • ARGENTINA



## ***Polypropylene Price Increase Announcement***

January 4, 2013

Dear Valued Customer,

Polypropylene resin producers have announced double digit increases in propylene monomer due to outages experienced in late December. Unfortunately, these actions will make it necessary for Anchor Packaging, Inc. to increase the price of all polypropylene products listed below effective with orders on or after Monday, February 4, 2013.

These products include:

<b>All stock and private label Polypropylene products</b>	<b>10%</b>
<ul style="list-style-type: none"><li>• <b>MicroRaves™</b></li><li>• <b>Incredi Bowls™</b></li><li>• <b>Micro Rounds™</b></li><li>• <b>All Chicken Roasters</b></li><li>• <b>Culinary Classics &amp; Basics</b></li><li>• <b>Microlite™</b></li></ul>	

**All non-guaranteed contracts, bids and POD's will be increased as allowed per the agreement in place per the above listed percentage. In addition, all contracted business will increase per the terms of the agreement.**

Orders placed on or before **Friday, February 1, 2013**, calling for immediate shipment will be billed at current pricing levels. Orders placed on or after **Monday, February 4, 2013**, will be billed at the higher price. All orders will be reviewed for normal usage requirements.

Thank you for your continued support of our products.

Sincerely,

Executive Vice President



**Par-Pak**

*Partners for Packaging*

Ontario, Canada  
Milton Keynes, UK  
Santa Fe Springs, CA

**Par-Pak INC.**

DESIGNERS & MANUFACTURERS OF RIGID PLASTIC PACKAGING

14345 Northwest Freeway

Houston, Texas

77040

Tel: (713) 686-6700

Fax: (713) 686-5553

Fax: (713) 686-7733

Web Site: <http://www.parpak.com>

E-mail: [clearsells@houston.parpak.com](mailto:clearsells@houston.parpak.com)

March 15, 2013

Dear Valued Customer,

Par-Pak will be raising their prices effective July 1, 2013. This announcement is necessary due to the increase of raw materials costs.

We value and appreciate your business. Thank you for your understanding and support.

Sincerely,

David Goralski

Vice President-Sales & Marketing





March 18, 2013

Dear Valued Customer,

This letter is to inform you that BagcraftPapercon is announcing a 5% price increase.

All orders received on or after May 1, 2013, will be invoiced at the increased price. Orders placed prior to May 1, 2013, within standard lead times and in line with your normal usage, will be honored at the current price. A detailed price list reflecting this increase will be sent to you shortly.

This increase is being driven by the steady escalation of the material, manufacturing and logistical cost components of our products. The compounding impacts of these increases have outpaced our ability to fully offset and/or absorb them; thus, we must pass on a portion of these costs. We will continue to work diligently in every aspect of our business to offset and/or absorb future cost increases through the aggressive pursuit of productivity and sourcing improvements.

Thank you for your understanding and continued support. We do appreciate your business and look forward to serving your future packaging needs.

Please contact your local sales representative if you have any related questions.

Sachin Shah  
Vice President – Commercial Management & Strategic Sourcing



April 13, 2013

To: Distributors of McNair Packaging Products

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McNair Packaging is delaying its' announced general price increase on all products of approximately 5% effective May 1, 2013 until June 3, 2013 to assure an orderly transition.

The above increase will take effect with orders placed on or after June 3rd, 2013. Orders placed prior to that date will be honored at existing price levels providing they specify immediate delivery and quantities do not exceed a normal thirty (30) day supply.

All contracts/supported pricing will increase upon expiration date.

A detailed listing of price list reflecting this increase will be sent to you shortly.

This increase is being driven by increases in materials, manufacturing and logistics costs.

Should you have any questions, please contact your local representative or McNair Packaging.

Sincerely,

Pat Reed  
Vice President Marketing & Innovation

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**Los Angeles Paper Box**  
6027 S. Eastern Ave.  
Los Angeles, CA 90040  
Ph: 323.685.8900 • Fax: 323.724.2181

March 21, 2013

Lindsey Ineichen  
P & R Paper Supply  
1898 East Colton Avenue  
Redlands, CA 92374

Lindsey:

With all of our paperboard mills announcing price increases, along with higher insurance and general operational costs, Los Angeles Paper Box will be raising prices on all items relating to your school bids. Prices will increase for the period of 7/1/13 through 6/30/14. We are thankful for your valuable and loyal business and look forward to continuing to provide you with quality products and service. Should you have any questions or wish to discuss the price increase, please do not hesitate to give me a call.

Sincerely yours,

*Bill Keenan*  
Michael J. Bruno, Sr.  
Senior Account Executive  
Los Angeles Paper Box  
323.689.8900 x102 (office)  
323.724.2181 (fax)  
949.870.5959 (cell)  
Email: mike@lapb.com

*for  
MJB, SR, J/S*



January 8, 2013

Dear Valued Fortune Plastics Customers:

Resin producers have informed us of their intention to implement previously announced resin increases in January. Resin inventory levels, export, and feedstock costs are the contributing drivers of the increase.

As a result, **Fortune Plastics is announcing a 6% price increase effective with orders placed on or after February 4, 2013.** All orders must call for immediate shipment (normal lead times). This increase will apply to all stock and contract business. Fortune will accept orders placed prior to February 4 at normal 30-day order quantities.

In addition to the January increases, polyethylene resin suppliers have also announced increases for February. We will continue to monitor this activity and communicate as new information is available.

Your Fortune sales representative will contact you to discuss the details of this increase. If you have any questions, please contact your representative or Fortune Regional Sales Manager.

We value your business and thank you for the continued opportunity to supply your can liner and flexible packaging needs.

Sincerely,

Fortune Plastics, Inc. / Clondalkin FPDNA

Fortune Plastics, Inc. P.O. Box 637, Williams Lane Old Saybrook, CT 06475 USA  
Tel: + 1 860 388 3426 Fax: + 1 860 388 9930 Web: [www.fortuneplastics.com](http://www.fortuneplastics.com)



CAPISTRANO UNIFIED SCHOOL DISTRICT  
 San Juan Capistrano, California

**V. 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

Item No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	Alternate Brand Name, Code # & Pack Size	Estimated Yearly Usage	Unit Bid Price	Extended Price Total
<b>BAGS</b>							
1.	Bag, Brown Lunch 6 lb.	500/cs	Duro Bag DUR-6LB		86	7.25	623.50
2.	Bag, Brown Lunch 6 lb. "Printed Design"	1,000/cs	BAGCRAFT "205"		5	47.85	239.25
3.	Foil Bag, Printed "Fresh-Delicious"	1000/cs	Bagcraft Papercon PPC453028		14	53.00	742.00
4.	Foil Bag, Printed "Chicken"	1000/cs	Bagcraft Papercon PPC-444492		13	24.40	317.20
5.	Freezer Bag, 18x24	250/cs	Foodhandler FDH-FS1824		10	10.25	102.50
6.	Bag, Hot Vented Ovenable 7.5x11.75	5000/cs	EPAC HB7511		3	— No Quote —	

Item No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	Alternate Brand Name, Code # & Pack Size	Estimated Yearly Usage	Unit Bid Price	Extended Price Total
7.	Bag, Non Vent Cold 6x8.75	5000/cs	EPAC CD-68NV		3		No-Quote
8.	Bag, Non Vent Cold 7.5x11	5000/cs	EPAC CD-7511NV		3		No-Quote
9.	Bag, Poly 8x4x18	1000/cs	Elkay ELK-8418-15		10	34.50	345.00
10.	Bag, Sandwich #6	2000/cs	California Paper Bag CLB—6SB		7	7.95	55.65
11.	Bag, Zippered Lunch Pouch	250/cs	Robbie Manufacturing ROB-11506		6	44.95	269.70
	<b>CONTAINERS/BOWLS/ CUPS</b>						
12.	Bowl, 12 oz. Molded Fiber "Bagasse"	1000/cs	Primeware PRM-BL12		5	34.45	172.25
13.	Bowl, 24 oz. Clear	252/cs	Dart DRT-C24B		112	44.90	5028.80
14.	Bowl, Black Micro 12/16oz.	500/cs	Anchor ANC-4605817		33	38.95	1285.35
15.	Box, Chinese Pagoda Pail, 1 Pint	450/cs	Golden West Paper GWP-16FP-PMW		60	25.40	1524.00

Item No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	Alternate Brand Name, Code # & Pack Size	Estimated Yearly Usage	Unit Bid Price	Extended Price Total
16.	Container, 2 Pocket Dipping	500/cs	Parpak PAR-82612		25	43.45	1086.25
17.	Container, Black Portion Tray 8 oz.	1000/cs	Parpak PAR 21980		32	25.40	812.80
18.	Container, White Food 8 oz.(Soups, Chili)	1000/cs	Lollicup LLC-KDP8W		15	44.00	660.00
19.	Container, Lunch Box, Clear Shallow	500/cs	Parpak PAR-02010		30	61.00	1830.00
20.	Cup, 12 oz. Hot Beverage "Café Design"	1000/cs	Dart DRT-12x12G		11	28.50	313.50
21.	Cup, Clear Old Fashioned 9 oz.	1000/cs	Fabrikal FAB-KC90F	SOLD 416294	2	48.40	96.80
22.	Cup, Plastic Portion 2oz.	2500/cs	Solo SOL-151320		10	22.00	220.00
23.	Cup, Plastic Portion 5.5 oz.UR55	2500/cs	Solo SOL-151323		15	44.45	666.75
24.	Cup, Pleated Paper 3.5 oz.	2500/cs	Genpak GPK-W450F		4	42.00	168.00
25.	Cup,"Munchie"2.5 oz.	1000/cs	Solo SOL-GF24		6	47.45	284.70
<b>LIDS</b>							
26.	Lid, PP Dome Lid for 12-24 oz.	500/cs	Anchor ANC-LH5800D		26	34.45	895.70

Item No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	Alternate Brand Name, Code # & Pack Size	Estimated Yearly Usage	Unit Bid Price	Extended Price Total
27.	Lid, Dome for 24-64oz.	252/cs	Dart DRT- C64BDL		115	48.30	5554.50
28.	Lid, PLA Clear (3.25-5.5 oz.)	2500/cs	Solo SOL-151332		6	32.85	197.10
29.	Lid, PL2 Clear (1.5-2.5 oz.)	2500/cs	Solo SOL151331		11	22.30	245.30
30.	Lid, PP Flat Lid (8 oz. white food container)	1000/cs	Lollicup LLC-KL95PP		15	27.80	417.00
31.	Lid, 8 oz. Portion Tray	1000/cs	Parpak PAR-21879		30	24.00	720.00
<b>UTENCILS/CUTLERY</b>							
32.	Fork, Plastic Medium Weight	1000/cs	Nutrabond NTR-3640		127	5.65	717.55
33.	Knife, Plastic Medium Weight	1000/cs	Nutrabond NTR-3641		10	5.65	56.50
34.	Spoon, Plastic Medium Weight	1000/cs	Nutrabond NTR-3642		60	5.65	339.00
35.	Spoon, Soup Plastic Medium Weight	1000/cs	Nutrabond NTR-3643		10	5.65	56.50
36.	M/W Kit w/spike straw	1000/cs	Nutrabond NTR-3608P		1421	11.75	16696.75
37.	M/W Kit Adult, X-Heavy K.F. S, Napkin	250/cs	Max Packaging MAX- 58GB4BLK		2	35.95	71.90

Item No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	Alternate Brand Name, Code # & Pack Size	Estimated Yearly Usage	Unit Bid Price	Extended Price Total
<b>NAPKINS</b>							
38.	Napkin, Cocktail Black	1000/cs	Hoffmaster HOF-020389 57029		2	17.40	34.80
39.	Napkin, Cocktail Orange	4000/cs	Patterson PAT-1078240		2	125.90	251.80
40.	Napkin, Cocktail Red	1000/cs	Hoffmaster HOF-020381 57002		2	17.40	34.80
41.	Napkin, Cocktail White	4000/cs	SCA Tissue North America SCA-B1241	PATTERSON 1078124	2	13.55	27.10
42.	Napkin, Hynap Tallfold	10000/cs	Total Paper & Packaging ANP-713TFN		36	21.15	761.40
<b>WRAPS/FOILS</b>							
43.	Foil Sheets Medallion 12x10.75	2400/cs	Handi-foil HFA-21215		37	45.40	1679.80
44.	Film, Wrapmaster 12x200	2 rolls/cs	NP & PC WPL-172		27	35.00	945.00
45.	Film, Wrapmaster 18x2000	2 rolls/cs	NP & PC WPL-804		6	41.40	248.40
46.	Foil, Wrapmaster 18x500	2 rolls/cs	NP & PC WPL-822		10	52.00	520.00
47.	Foil, Mexiwrap 10.5x14 "Chipotles"	2500/cs	Bagcraft Papercon PPC-400028		22	67.45	1483.90

Item No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	Alternate Brand Name, Code # & Pack Size	Estimated Yearly Usage	Unit Bid Price	Extended Price Total
48.	Foil, Green Design Print 10.5x14	2000/cs	Bagcraft Papercon PPC-300845		23	47.90	1101.70
49.	Foil, Sheets 12x10.75	2400/cs	Pactiv Corp RYN-720	HFA * 21215	4	45.40	181.60
50.	Pick Up Tissue	10000/cs	Bagcraft Papercon PPC-TF6	McNAIRN * 103301	70	3.50/box	245.00
51.	Menu Tissue, White 12x12	10000/cs	McNairn Packaging MCN-041020		2	71.00	142.00
52.	Wax Paper, "Southwest" 12x12	5000/cs	Bagcraft Papercon PPC-300365		4	57.40	229.60
53.	Menu Tissue, Grease Resistant "Yellow" 12x12	5000/cs	USA Paper & Packaging USA-YFC112	McNAIRN * 018076	8	42.90	343.20
54.	Wrap, "Red Check" 12x12	5000/cs	Bagcraft Papercon PPC-057700		17	57.40	975.80
<b>TRAYS</b>							
55.	Pan, Hotel Disposable 1/2 pan size	100/cs	Handi-foil HFA-321-35		5	22.95	114.75
56.	Pan, Hotel Disposable full pan size	50/cs	Handi-foil HFA-2019-00		5	33.45	167.25
57.	Carry Tray, Plaid Cardboard	500/cs	LA Paper Box PNR-CT963L		5195	15.45	80262.75

Item No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	Alternate Brand Name, Code # & Pack Size	Estimated Yearly Usage	Unit Bid Price	Extended Price Total
58.	Tray, 1 Cell Portion 3-3/4"x3-3/4"x1-1/4"	1000/cs	SL-33	<i>PAR-PAK</i> <i>'21838</i>	10	<i>41.00</i>	<i>410.00</i>
59.	Tray, 1 Compartment Foil	1000/cs	Handi-foil HFA-4102-30		192	<i>58.90</i>	<i>11308.80</i>
60.	Tray, Foil School Feed Pan Hot Dog	1000/cs	Handi-foil HFA-4100-30		56	<i>63.40</i>	<i>3550.40</i>
61.	Tray, Foil School Feed H-Burger	1000/cs	Handi-foil HFA-4101-30		210	<i>63.40</i>	<i>13314.00</i>
62.	Tray, Food 1#	1000/cs	Golden West Paper GWP-KB100		35	<i>13.45</i>	<i>470.75</i>
63.	Tray, Food 3#	1000/cs	Southern Champion SOU-0566	<i>GOLDEN WEST</i> <i>'KB300</i>	30	<i>12.90</i>	<i>387.00</i>
64.	Tray, 5 Compartment, Molded Fiber	500/cs	Huhtamaki CHI-22025		2	<i>47.40</i>	<i>94.80</i>
65.	Tray, Portion 3-3/4"x3-3/4"x1-3/4"	1000/cs	3355	<i>PAR PAK</i> <i>'21927</i>	5	<i>23.90</i>	<i>119.50</i>
66.	Tray, Pressware 4x4 inch	1500/cs	Pressware PRW-PCS-4412		5	<i>105.00</i>	<i>525.00</i>
67.	Plate, 6 inch black or white foam	1000/cs	Genpak GPK-LAM06-31	<i>PACTIV</i> <i>'THI-0006</i>	2	<i>17.40</i>	<i>34.80</i>

Item No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	Alternate Brand Name, Code # & Pack Size	Estimated Yearly Usage	Unit Bid Price	Extended Price Total
68.	Plate, 9 inch black or white foam	500/cs	Genpak GPK-LAM09-3L	<i>REACTIV -741-0009</i>	10	<i>13.95</i>	<i>139.50</i>
<b>MISCELLANEOUS</b>							
69.	Stirrer, Plastic 5 inch	10000/cs	DIS-ST5CF	<i>NATIONAL '420122</i>	2	<i>10.25</i>	<i>20.50</i>
70.	Wrapmaster Dispenser for 12 inch film	1	NP & PC WPL-12WMP		2	<i>21.00</i>	<i>42.00</i>
71.	Wrapmaster Dispenser for 18 inch film	1	NP & PC WPL-18WMP		2	<i>31.00</i>	<i>62.00</i>
72.	Scouring pad, thin - green	6/10	ACS Industries ACS-S096		5	<i>10.50</i>	<i>52.50</i>
73.	Apron, Plastic Disposable	1000/cs	Goldmax GOL-1532		9	<i>31.50</i>	<i>283.50</i>
74.	Glove, Elastique Large	1000/cs	Goldmax GOL-7561		35	<i>34.90</i>	<i>1221.50</i>
75.	Glove, Elastique Medium	1000/cs	Goldmax GOL-7571		85	<i>34.90</i>	<i>2966.50</i>
76.	Glove, Elastique Small	1000/cs	Goldmax GOL-7581		11	<i>34.90</i>	<i>383.90</i>
77.	Glove, Plastic Disposable	10000/cs	Goldmax GOL-1502		5	<i>39.50</i>	<i>197.50</i>



Item No.	Description, Brand, Code #	Case Count/ Bid Unit	Brand and Code	Alternate Brand Name, Code # & Pack Size	Estimated Yearly Usage	Unit Bid Price	Extended Price Total
78.	Gloves, Rubber Medium "Yellow"	12/cs	Goldmax GOL-1062	LIFEGUARD • 4203	20	5.65	113.00
79.	Cap, Bouffant 21" White	1000/cs	Cellucap CEL-B1400HS	GOLDMAX • 30251	3	22.95	68.85
80.	Kleenex Tissue	48/cs		48/125 KLEENEX • 21606	5	65.90	329.50
81.	Trash Liner, Black 23x17x46, 45 gallon	100/cs	Fortune Plastics FOP-BK48BK		45	13.90	625.50
82.	Pan Liner, 16x24 GPQ	1000/cs	Patterson PAT-2405161		257	25.40	6527.80
83.	Pan Liner, 21x13 full size deep	50/cs	Pansaver PAN-42002		143	27.40	3918.20
84.	Oven Mitt, 17" Pyrotex	72 pait/cs	John Ritzenthaler Company ARD-2PX27BET		96	4.50/pr	432.00

- B. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.
- C. Bidder agrees to complete the order within 24 hours after receipt of order.

- D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of Ca, and that Lindsey Enrichen whose title is School Sales 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, Lindsey Enrichen, the School Sales (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: Lubm Lubm

Date: 6/11/12

Business Address: 1898 E. Colton Ave  
Redlands, Ca 92374

PARTNERSHIP

Name \_\_\_\_\_

Signed by: \_\_\_\_\_, Partner

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

Other Partners: \_\_\_\_\_

CORPORATION

Name: \_\_\_\_\_

(a California Corporation\*)

Business Address: 1898 E. Colton Ave  
Redlands, Ca 92374

Signed by: Joseph A. Marley, President\*\*,

Dated: 6/11/12

\* 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: July 26, 2012

CONTRACT TERM

The term of this base contract is for one year beginning July 26, 2012 through June 30, 2013, with two (2) one-year renewal terms at the option of the Board of Trustees.

236 932 Annual cost of products requested by District and provided by Vendor under this contract shall not exceed \$208,000.00. This amount may be increased by mutual agreement of both parties.

**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**GOLD STAR FOODS**

Bid No. 1112-03 – Bakery Products called for an original 12-month 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 months as allowed by the California Education Code 17596.

The contract with Gold Star Foods pursuant to Bid No. 1112-03, shall be extended for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on June 26, 2013.

The total cost of products requested by District and provided by Vendor under this extension shall not exceed \$150,000. This amount may be increased by mutual written 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**

**Gold Star Foods**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent \_\_\_\_\_

\_\_\_\_\_

Print Name

Director, Purchasing \_\_\_\_\_

\_\_\_\_\_

Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**BAKERY PRODUCTS**

BID NO. 1112-03

GOLD STAR FOODS

JULY 1, 2013 - JUNE 30, 2014

**EXHIBIT A**

Line #	Product Code	Description	Brand	Pack Size Per Case	Bid Unit	2012-2013 Unit Bid Price	Proposed 2013-2014 Unit Bid Price
1	600207	4" French Mini Sub Roll Whole Grain	Any	12 units per pkg	package	\$1.98	\$2.05
2	600076	6" French Roll Hinged Whole Grain	Any	12 units per pkg	package	\$2.29	\$2.36
3	600104	Soft Bread Stick Whole Grain	Any	12 units per pkg	package	\$2.18	\$2.18
4		4.5" Kaiser Roll Whole Grain	Any	12 units per pkg	package	\$1.87	\$1.93
5	600012	100% Whole Wheat Bread	Any	1.5 pound loaf/16 slice	loaf	\$1.46	\$1.47
6	600008	Multigrain Bread 9 grain	Any	1.5 pound loaf/16 slice	loaf	\$1.86	\$1.86
7	600054	4" Hamburger Bun Whole Grain	Any	12 units per pkg/ 2 oz	package	\$1.83	\$1.89
8		5" Seeded Hamburger Bun Whole Grain	Any	12 units per pkg/ 2 oz	package	\$1.37	\$1.37
9	600056	6" Hot Dog Bun Whole Grain	Any	12 units per pkg/1.8 oz	package	\$1.70	\$1.76
10	600116	English Muffin Whole Grain	Any	6 units per pkg/ 2 oz	package	\$1.21	\$2.53
11		Tortilla Flour 6" Whole Grain	Any	12 units per pkg	package	\$1.02	\$1.02
12	600221	Tortilla Flour 8" Whole Grain	Any	12 units per pkg	package	\$1.24	\$1.31

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**BAKERY PRODUCTS**  
**BID NO. 1112-03**  
**GOLD STAR FOODS**  
**JULY 1, 2013 - JUNE 30, 2014**  
**EXHIBIT A**

Line #	Product Code	Description	Brand	Pack Size Per Case	Bid Unit	2012-2013 Unit Bid Price	Proposed 2013-2014 Unit Bid Price
13	600148	Tortilla Flour 10" Whole Grain	Any	12 units per pkg	package	\$1.76	\$1.76
14		Tortilla Flour 12" Whole Grain	Any	12 units per pkg	package	\$2.33	\$2.33
15	600213	Whole Wheat Concha/Pan Dulce	Any	72 units per pkg	package	\$45.36	discontinued
16	102184	Whole Wheat Dinner Rolls Ind.	Any	120 units per case/ 1 oz	case	\$28.99	\$31.40
17		Ciabatta Rolls Whole Grain	Any	12 units per pkg/4.5 oz	package	\$5.60	\$5.60
18	600122	Pita Bread Whole Grain	Any	6 units per pkg/2.75 oz	package	\$1.23	\$1.05
19	113403 (blueberry) 113402 (banana) 113401 (choc chip)	Muffin Whole Grain All Flavors 3 oz	Daves	60 units per case/3 oz	case	\$29.76	\$31.09
20	113525 New blueberry apple cinn dbl choc chip	Muffin Whole Grain All Flavors 1.8 oz	Any	60 units per case/1.8 oz	case	\$35.67	\$35.67



# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES  
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LYNN HATTON  
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SUPERINTENDENT  
JOSEPH M. FARLEY, ED. D.

May 2, 2013

Gold Star Foods  
Tiffany Riad, Bid Specialist  
3781 East Airport Drive  
P. O. Box 4328  
Ontario, CA 91761

**Subject: Bid No. 1112-03 – Bakery Products**

Dear Ms. Riad:

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

In light of the current fiscal crisis facing the State of California and its impact on the District, you are being asked to submit reduced costs for the renewal period July 1, 2013 through June 30, 2014. A copy of your current contract pricing is enclosed for your review. Please provide your proposed pricing on the enclosed form. **Should your company wish to extend your contract for an additional 12-month period, a letter stating your desire to extend and your proposed pricing on the enclosed form must be received in our office by May 28, 2013.**

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Debbie Henningsen  
Buyer, Purchasing Department

enc.

c: Dawn Davey, Director, Food and Nutrition Services

*mailed 5/2/13*



**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**BAKERY PRODUCTS**  
 BID NO. 1112-03  
**GOLD STAR FOODS**  
 JULY 1, 2012 - JUNE 30, 2013

**GOLD STAR FOODS**  
 3781 East Airport Drive  
 P.O. Box 6003  
 Ontario, CA 91761

Line #	Product Code	Description	Brand	Pack Size Per Case	Bid Unit	Proposed 2012-2013 Unit Bid Price	Proposed 2013-2014 Unit Bid Price
14		Tortilla Flour 12" Whole Grain	Any	12 units per pkg	package	\$2.33	same
15	600213	Whole Wheat Concha/Pan Dulce	Any	72 units per pkg	package	\$45.36	Discontinued
16	102184	Whole Wheat Dinner Rolls Ind.	Any	120 units per case/ 1 oz	case	\$28.99	\$31.40
17		Ciabatta Rolls Whole Grain	Any	12 units per pkg/4.5 oz	package	\$5.60	same
18	<del>600122</del> 600362	Pita Bread Whole Grain	Any	6 units per pkg/2.75 oz 4/1.502	package	\$1.23	\$1.05
19	113403... (blueberry) <del>113402</del> (banana) <del>113401</del> (choc chip)	Muffin Whole Grain All Flavors 3 oz. 113421 113420 113419	Daves	60 units per case/3 oz. ✓	case	\$29.76	\$31.09
20	113525 New blueberry apple cinn dbl choc chip	Muffin Whole Grain All Flavors 1.8 oz	Any	60 units per case/1.8 oz	case	\$35.67	same

**Tiffany Riad**  
 Bid Manager  
 Gold Star Foods, Inc.

*TJR*  
 5/24/13  
 937

CAPISTRANO UNIFIED SCHOOL DISTRICT  
 BAKERY PRODUCTS  
 BID NO. 1112-03  
 GOLD STAR FOODS  
 JULY 1, 2012 - JUNE 30, 2013

GOLD STAR FOODS  
 3781 East Airport Drive  
 P.O. Box 4823  
 Ontario, CA 91761

Line #	Product Code	Description	Brand	Pack Size Per Case	Bid Unit	Proposed 2012-2013 Unit Bid Price	Proposed 2013-2014 Unit Bid Price
1	600207	4" French Mini Sub Roll Whole Grain	Any	12 units per pkg	package	\$1.98	\$2.05
2	600076	6" French Roll Hinged Whole Grain	Any	12 units per pkg	package	\$2.29	\$2.36
3	600104	Soft Bread Stick Whole Grain	Any	12 units per pkg	package	\$2.18	SAME
4	600080	4.5" Kaiser Roll Whole Grain 4"	Any	12 units per pkg	package	\$1.87	\$1.93
5	600012	100% Whole Wheat Bread	Any	1.5 pound loaf/16 slice	loaf	\$1.46	\$1.47
6	600008	Multigrain Bread 9 grain	Any	1.5 pound loaf/16 slice	loaf	\$1.86	SAME
7	600054	4" Hamburger Bun Whole Grain	Any	12 units per pkg/ 2 oz	package	\$1.83	\$1.89
8		5" Seeded Hamburger Bun Whole Grain	Any	12 units per pkg/ 2 oz	package	\$1.37	SAME
9	600056	6" Hot Dog Bun Whole Grain	Any	12 units per pkg/1.8 oz	package	\$1.70	\$1.76
10	600116 600366	English Muffin Whole Grain	Any	6 units per pkg/ 2 oz - 12/2.202	package	\$1.21	\$2.53
11		Tortilla Flour 6" Whole Grain	Any	12 units per pkg	package	\$1.02	SAME
12	600221	Tortilla Flour 8" Whole Grain	Any	12 units per pkg	package	\$1.24	\$1.31
13	600148	Tortilla Flour 10" Whole Grain	Any	12 units per pkg	package	\$1.76	SAME

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:

Bakery Products

All products must show nutrition label or manufacturer specifications must specify zero grams of trans-fat per serving (Public Law No. 111-296, Healthy, Hunger-Free Kids Act of 2010)

Line #	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Unit Price
1.	600007	4" French Mini Sub Roll Whole Grain Sliced	Any			51 pkgs	12 units per pkg	12/ 2oz.	1.92
2.	600076	6" French Roll Hinged Whole Grain	Any			<del>3,006</del> 1212 pkgs	24 units per pkg	12/ 2.67oz	2.22
3.	600104	Soft Bread Stick Whole Grain	Any			883 pkgs	12 units per pkg	12/ 1.5oz	2.18

Line #	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Unit Price
4.	New	<del>4"</del> 4.5" Kaiser Roll Whole Grain	Any			10 pkgs	12 units per pkg	12ct.	1.84
5.	600012	100% Whole Wheat Bread	Any			150 loaves	1.5 pound loaf	16 Slice	1.46
6.	600008	Multigrain Bread 9 grain	Any			150 loaves	1.5 pound loaf	16 Slice	1.86
7.	600054	4" Hamburger Bun Whole Grain	Any			16,291 pkgs	12 units per pkg	12/ 2oz.	1.78
8.	New	5" Seeded Hamburger Bun Whole Grain				5,835 pks	12 units per pkg	12ct.	1.33
9.	600056	6" Hot Dog Bun Whole Grain	Any			1,008 pkgs	12 units per pkg	12/ 1.8oz.	1.65

Line #	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Unit Price
10.	600116	English Muffin Whole Grain	Any			150 pkgs	6 units per pkg	4 2oz.	1.21
11.	New	Tortilla Flour 6" Whole Grain	Any			300 pkgs	12 units per pkg	1dz.	1.02
12.	New	Tortilla Flour 8" Whole Grain	Any			548 pkgs	12 units per pkg	1dz.	1.24
13.	600148	Tortilla Flour 10" Whole Grain	Any			458 pkgs	12 units per pkg	1dz.	1.76
14.	New	Tortilla Flour 12" Whole Grain	Any			30 pkgs	12 units per pkg	1dz.	2.33

Line #	Product Code	Product Description	Brand Name	Alternate Brand Name	Alternate Product Code	Est. Yearly Usage	Case Pack and Unit Size	Bid Unit	Unit Price
15.	600213	Whole Wheat Concha/ Pan Dulce	Any			30/ pkgs 5cs.	12 units per pkg	72/ 2.5oz	45.36
16.	102184	Whole Wheat Dinner Rolls Ind. Wrapped	Any			429 cases	120 units per case	120/ 1oz.	28.99
17.	New	Ciabatta Rolls Whole Grain	Any			10 pkgs	12 units per pkg	12/ 4.5oz	5.60
18.	600122	Pita Bread Whole Grain	Any			150 pkgs	6 units per pkg	6/ 2.75oz	1.33
19.	113403 113402 113401	Muffin Whole Grain All Flavors 3 oz	Any	Dave's	Blueberry Banana Choc Chip	250 cases 171	40 units per case	60/ 3oz.	29.59
20.	113525 New New	Muffin Whole Grain All Flavors 1.8 oz	Any	Buena Vista	Blueberry Apple Cinn Dbl Choc Chip	365 cases	60 units per case	60/ 1.8oz	32.26

DL

- B. It is understood that the DISTRICT reserves the right to reject this bid and this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation for Bids.
- C. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under § 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Business & Professions Code §16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- D. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of Delaware and that T. Hany Riad whose title Bid Specialist is authorized to act for and bind the corporation.
- E. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- F. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- G. 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.
- H. 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
- I. The Bidder attests to having read and understands all documents contained and referenced

in this bid.

J. I, Tiffany Riad the Bid 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 Riad Tiffany Riad  
Signed by: [Signature] Bid Specialist  
Date: 5/16/11 Gold Star Foods, Inc  
Business Address: 2652 Long Beach Ave.  
Los Angeles, CA 90058

PARTNERSHIP

Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_ Partner  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Other Partners: \_\_\_\_\_  
\_\_\_\_\_

CORPORATION

Name: Gold Star Foods  
(a Delaware Corporation\*)  
Business Address: 2652 Long Beach Ave.  
Los Angeles, CA 90058  
Signed by: [Signature] President\*\*



Dated: MAY 17 2011

\* 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

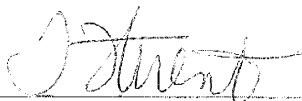
If a Corporation: \_\_\_\_\_

(a \_\_\_\_\_ Corporation)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

AGREEMENT ACCEPTED BY DISTRICT

Signed by: 

Print Name: Terry Elwert

Title: Director of Purchasing

Date: June 30, 2011

CONTRACT TERM

The initial contract term is July 1, 2011 through June 30, 2012. The contract may be extended by mutual agreement and upon Board approval, for a renewal term not to exceed two additional one-year periods.

CAPISTRANO UNIFIED SCHOOL DISTRICT

# CAPISTRANO UNIFIED SCHOOL DISTRICT



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

BOARD OF TRUSTEES  
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CLERK

ELLEN M. ADDONIZIO

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ANNA BRYSON

SUE PALAZZO

SUPERINTENDENT  
JOSEPH M. FARLEY, ED. D.

June 28, 2012

Tiffany Riad, Bid Specialist.  
Gold Star Foods  
P. O. Box 4328  
Ontario, CA 91761

**SUBJECT: Extension of Bid No. 1112-03 –Bakery Products**

Dear Ms. Riad:

At the Board meeting held on June 27, 2012, the Board of Trustees approved the extension of the above referenced bid for an additional 12-month period July 1, 2012 through June 30, 2013.

Enclosed are two original extension agreements between your company and Capistrano Unified School District. Please sign, date, and return both agreements for execution by the District. An original Agreement will then be returned to you for your files.

You are required to maintain current General and Automobile Liability and Worker's Compensation Insurance Certificates during the life of the contract, July 1, 2012 through June 30, 2013, and to file with the District certificates of such insurance.

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

We look forward to our continued relationship. If you have any questions please call me at (949) 234-9436.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Fluent".

Terry Fluent  
Director, Purchasing

TF:dh

Enc.

c: Dawn Davey, Director, Food & Nutritional Services

**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**GOLD STAR FOODS**

Bid No. 1112-03 – Bakery Products called for an original 12-month 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 months as allowed by the California Education Code 17596.

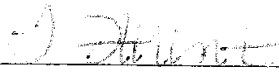
The contract with Gold Star Foods pursuant to Bid No. 1112-03, shall be extended for the period July 1, 2012 through June 30, 2013, at the prices shown in Exhibit A to this Extension Agreement, and Board approved on June 27, 2012.

The total cost of products requested by District and provided by Vendor under this extension shall not exceed \$132,000. 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

**Capistrano Unified School District**

By: 

Signature

Terry Fluent

Director, Purchasing

Date: 7/20/12

CONTRACTOR

**Gold Star Foods**

By: 

Signature

**Tiffany Riad**  
Bid Manager  
**Gold Star Foods, Inc.**

Title

Date: 7/17/12

**GOLD STAR FOODS**  
**3781 East Airport Drive**  
**P.O. Box 4328**  
**Ontario, CA 91761**

# GOLD STAR FOODS

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February 2, 2012

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

Re: Renewal of Bid No. 1112-03 Bakery Products

Gold Star Foods was awarded the contract for Bakery Products to the Capistrano Unified School District in accordance with your bid mentioned above. The term of that original contract was July 1, 2011 through June 30, 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 our pricing from July 1, 2012 through June 30, 2013 in accordance with the same terms and conditions. Please reply to this request no later than March 30, 2012.

Upon acceptance from your district, we will respond as follows:

May 18, 2012

A copy of your new price contract will be sent to your district for review

June 15, 2012

Final approval of price contract from your district

Thank you,



Tiffany Riad  
Bid Manager

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BAKERY PRODUCTS  
BID NO. 1112-03  
GOLD STAR FOODS

Line #	Product Code	Product Description	Brand Name	Est. Yearly Usage	Case Pack	Bid Unit	Current 2011-2012 Pricing	Proposed 2012-2013 Unit Bid Price
1	600207	4" French Mini Sub Roll Whole Grain	Any	51 pkgs	12 units per pkg	package	\$1.920	1.98
2	<del>60076</del> 600076	6" French Roll Hinged Whole Grain	Any	7,212 pkgs	12 units per pkg	package	\$2.220	2.29
3	600104	Soft Bread Stick Whole Grain	Any	883 pkgs	12 units per pkg	package	\$2.180	2.18
4		4" Kaiser Roll Whole Grain	Any	10 pkgs	12 units per pkg	package	\$1.840	1.87
5	600012	100% Whole Wheat Bread	Any	150 loaves	1.5 pound loaf/ 16 slice	loaf	\$1.460	1.46
6	600008	Multigrain Bread 9 grain	Any	150 loaves	1.5 pound loaf/ 16 slice	loaf	\$1.860	1.86
7	600054	4" Hamburger Bun Whole Grain	Any	16,291 pkgs	12 units per pkg/ 2 oz	package	\$1.780	1.83
8		5" Seeded Hanburger Bun Whole Grain	Any	5,835 pkgs	12 units per pkg/ 2 oz	package	\$1.330	1.37
9	600056	6" Hot Dog Bun Whole Grain	Any	1,008 pkgs	12 units per pkg/ 1.8 oz	package	\$1.650	1.70
10	600116	English Muffin Whole Grain	Any	150 pkgs	6 units per pkg/ 2 oz	package	\$1.210	1.21
11		Tortilla Flour 6" Whole Grain	Any	300 pkgs	12 units per pkg	package	\$1.020	1.02
12	600021	Tortilla Flour 8" Whole Grain	Any	548 pkgs	12 units per pkg	package	\$1.240	1.24
13	600148	Tortilla Flour 10" Whole Grain	Any	458 pkgs	12 units per pkg	package	\$1.760	1.76

**Tiffany Rlad**  
Bid Manager  
Gold Star Foods, Inc.

**GOLD STAR FOODS**  
3781 East Airport Drive  
P.O. Box 4328  
Ontario, CA 91761

CAPISTRANO UNIFIED SCHOOL DISTRICT  
 BAKERY PRODUCTS  
 BID NO. 1112-03  
 GOLD STAR FOODS

Line #	Product Code	Product Description	Brand Name	Est. Yearly Usage	Case Pack	Bid Unit	Current 2011-2012 Pricing	Proposed 2012-2013 Unit Bid Price
14		Tortilla Flour 12" Whole Grain	Any	30 pkgs	12 units per pkg	package	\$2.330	2.33
15	600213	Whole Wheat Concha/Pan Dulce	Any	30 pkgs (converts to 6 pkgs)	72 units per pkg	package	\$45.360	45.36
16	102184	Whole Wheat Dinner Rolls Ind.	Any	429 cases	120 units per case/ 1 oz	Case	\$28.990	28.99
17		Ciabatta Rolls Whole Grain	Any	10 pkgs	12 units per pkg/4.5 oz	package	\$5.600	5.60
18	600122	Pita Bread Whole Grain	Any	150 pkgs	6 units per pkg/ 2.75 oz	package	\$1.230	1.23
19	113403 Blueberry 113402 Banana 113401 Choc Chip	Muffin Whole Grain All Flavors 3 oz	Daves	171 cases	60 units per case/ 3 oz	case	\$29.590	29.76
20	113525 Blueberry Apple Cinn Dbl. Choc Chip	Muffin Whole Grain All Flavors 1.8 oz	Any	365 cases	60 units per case/ 1.8 oz	case	\$32.260	35.67

**Tiffany Riad**  
 Bid Manager  
 Gold Star Foods, Inc.

**GOLD STAR FOODS**  
 3781 East Airport Drive  
 P.O. Box 4323  
 Ontario, CA 91761





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 26, 2013  
Classified Employees

**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Behmerwohld, Valerie	IF-Sp Ed	Retirement	03/21/2001	06/11/2013
2. Bishop, Eric	Tech Support Specialist I	Other Employment	09/11/2007	06/28/2013
3. Fang, Joan	BIngl Inst Asst	Voluntary	10/29/2012	06/11/2013
4. Kreymann, Melodi	Inst Asst-Sp Ed	Retirement	02/29/1988	08/01/2013
5. Littlejohn, Katherine	Inst Asst-Sp Ed Presch	Voluntary	10/01/1993	06/11/2013
6. Navarro, Eileen	Elem Sch Clerk	Retirement	01/12/2001	06/21/2013

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Rescind Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
7. Bover, Nicole	BIngl Comm Svcs Liaison (9.5mo/17.5hpw)	\$15.16 hr	R23-1	06/11/2013

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
8. Goyzueta, Katherine	Caregiver-Sp Ed	\$13.74 hr	R19-1	05/10/2013
9. Pasha, Poya	Custodian	\$16.33 hr	R26-1	06/27/2013
10. Perakis, Monica	Student Supvr	\$10.00 hr		09/09/2013
11. Senate, Milisa	Opportunity Asst	\$15.54 hr	R24-1	04/17/2013
12. Springer, Robert	Student Supvr	\$10.00 hr		09/09/2013

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
13. Martinez, Michael	Trainer	San Juan Hills HS	\$3,478.00	09/01/2013- 06/23/2014

**APPROVE CIF CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
14. Kelley, Peter	Tennis, Varsity (Head)	Aliso Niguel HS	\$ 326.10	05/06/2013

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**APPROVE CIF CO-CURRICULAR ASSIGNMENTS (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
15. Seymour, Chad	Track, Varsity (Asst)	Aliso Niguel HS	\$ 347.80	05/06/2013
16. Westling, Wayne	Surfing, Varsity (Head)	Aliso Niguel HS	\$ 326.10	04/08/2013
	Golf, Varsity (Head)		\$ 326.10	05/06/2013

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
17. Allen, Christine	Orchestra	Aliso Niguel HS	\$20,000.00	09/01/2013- 06/30/2014
18. Ambrose, Cody	Soccer, Girls	Capistrano Valley HS	\$ 4,378.00	06/12/2013- 07/31/2013
19. Avila, Kallista	Pep Squad, Varsity Song	Aliso Niguel HS	\$ 2,000.00	06/18/2013- 08/01/2013
20. Bariam, Etem	Soccer, Girls	Capistrano Valley HS	\$ 3,478.00	06/12/2013- 07/31/2013
21. Baum, Bryce	Volleyball, Girls	Dana Hills HS	\$ 2,100.00	07/15/2013- 08/17/2013
22. Bialik, AJ	Water Polo, Boys	Dana Hills HS	\$ 1,500.00	06/04/2013- 07/27/2013
23. Bosio, Daniella	Soccer, Girls	Capistrano Valley HS	\$ 3,478.00	06/12/2013- 07/31/2013
24. Braun, Tyler	Volleyball, Girls	Dana Hills HS	\$ 1,600.00	07/15/2013- 08/17/2013
25. Bulgozdi, Christine	Dance Team	Aliso Niguel HS	\$ 360.00	06/25/2013- 07/25/2013
			\$ 2,100.00	09/10/2013- 03/28/2014
26. Campbell, Glen	Football, (Asst)	Tesoro HS	\$ 3,478.00	06/12/2013- 08/30/2013
27. Card, Chelsea	Soccer, Girls (Asst)	San Clemente HS	\$ 1,500.00	06/19/2013- 07/10/2013
28. Cloud, Jason	Water Polo, Girls (Asst)	San Clemente HS	\$ 1,000.00	06/19/2013- 07/25/2013
29. Contestabile, Jocelyn	Softball	Capistrano Valley HS	\$ 3,478.00	06/12/2013- 07/31/2013

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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
30. Cunningham, Robert	Football, JV (Asst)	Dana Hills HS	\$1,500.00	08/30/2013- 11/08/2013
31. Curtis, Brad	Football, Varsity (Asst) JV (Asst)	Dana Hills HS	\$3,500.00	08/30/2013- 11/08/2013
32. Dean, Jillian	Dance Team	Aliso Niguel HS	\$1,500.00 \$1,300.00 \$2,100.00	06/25/2013- 07/25/2013 09/10/2013- 03/18/2014
33. Dickmann, Jack	Water Polo, Boys	Dana Hills HS	\$1,200.00	06/24/2013- 07/27/2013
34. Donnels, Chris	Baseball	Dana Hills HS	\$2,000.00	06/03/2013- 07/27/2013
35. Esquibel, Steve	Baseball	Dana Hills HS	\$2,500.00	06/03/2013- 07/27/2013
36. Faris, Tom	Baseball, Varsity JR Varsity	Dana Hills HS	\$3,000.00 \$2,000.00	06/03/2013- 07/27/2013
37. Fischer, Kylie	Pep Squad, JV Cheer	Aliso Niguel HS	\$2,000.00	06/18/2013- 08/01/2013
38. Furmanski, Jake	Baseball, (Asst)	San Clemente HS	\$2,500.00	06/03/2013- 07/27/2013
39. Glenn, Jonica	Pep Squad, JV Song	Aliso Niguel HS	\$2,000.00	06/18/2013- 08/01/2013
40. Graves, Mark	Football, (Asst)	Tesoro HS	\$1,000.00	06/12/2013- 08/30/2013
41. Guck, Kevin	Water Polo, Boys	Dana Hills HS	\$ 800.00	06/24/2013- 07/27/2013
42. Hadwick, Rick	Soccer, Girls (Asst)	San Clemente HS	\$1,500.00	06/19/2013- 07/30/2013
43. Hamasaki, Vince	Basketball, Boys	Capistrano Valley HS	\$2,608.00	06/12/2013- 07/31/2013
44. Helm, Pat	Basketball, Boys	Capistrano Valley HS	\$2,608.00	06/12/2013- 07/31/2013
45. Henson, Trent	Football, Varsity (Asst) JV (Asst)	Dana Hills HS	\$3,500.00 \$1,500.00	08/30/2013- 11/08/2013
46. Horn, DuWayne	Basketball, Boys (Asst)	San Clemente HS	\$1,000.00	06/17/2013- 07/19/2013

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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
47. Jobst, Steve	Basketball, Boys	Dana Hills HS	\$ 1,100.00	06/08/2013- 07/20/2013
48. Johnson, Shelley	Orchestra	Aliso Niguel HS	\$20,000.00	09/01/2013- 06/30/2014
49. Jones, Russ	Cross Country, Boys	Capistrano Valley HS	\$ 3,261.00	06/12/2013- 07/31/2013
50. Justice, Brian	Basketball, Boys (Asst)	San Clemente HS	\$ 500.00	06/17/2013- 07/19/2013
51. Karn, Kimberly	Soccer, Girls (Asst)	San Clemente HS	\$ 1,500.00	06/19/2013- 07/30/2013
52. Kendrick, Marc	Softball	Capistrano Valley HS	\$ 3,478.00	06/12/2013- 07/31/2013
53. Little, Sean	Basketball, Boys	Capistrano Valley HS	\$ 2,608.00	06/12/2013- 07/31/2013
54. Mallon, Brian	Basketball, Boys	Capistrano Valley HS	\$ 2,608.00	06/12/2013- 07/31/2013
55. McBride, Oscar	Football, (Asst)	Tesoro HS	\$ 3,478.00	06/12/2013- 08/30/2013
56. Miller, Matthew	Basketball, Boys (Asst)	San Clemente HS	\$ 1,000.00	06/17/2013- 07/19/2013
57. Milligan, Ryan	Marching Band	Aliso Niguel HS	\$ 3,000.00	08/15/2013- 11/20/2013
58. Miranda, Jr., Albert	Football, (Asst)	Tesoro HS	\$ 1,000.00	06/12/2013- 08/30/2013
59. Miyake, Darin	Baseball	Dana Hills HS	\$ 2,000.00	06/03/2013- 07/27/2013
60. Morris, Joseph	Football, Varsity (Asst) JV (Asst)	Dana Hills HS	\$ 3,500.00 \$ 1,500.00	08/30/2013- 11/08/2013
61. Murphy, Kevin	Basketball	Dana Hills HS	\$ 2,100.00	06/08/2013- 07/20/2013
62. Newmark, Carey	Dance Team	Aliso Niguel HS	\$ 1,300.00 \$15,000.00	06/25/2013- 07/25/2013 09/10/2013- 06/20/2014
63. Nikolenko, Max	Trainer	Dana Hills HS	\$20,000.00	08/05/2013- 06/22/2014
64. Page, Craig	Football, Freshman (Asst)	Dana Hills HS	\$ 3,000.00	08/30/2013- 11/08/2013

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<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
65. Payne, Ron	Baseball, (Asst)	San Clemente HS	\$2,500.00	06/03/2013- 07/27/2013
66. Pfeuffer, Bruce	Football, Freshman (Asst)	Dana Hills HS	\$3,000.00	08/30/2013- 11/08/2013
67. Phillips, Ryan	Basketball, Boys (Asst)	San Clemente HS	\$ 500.00	06/17/2013- 07/19/2013
68. Powell, Logan	Water Polo, Girls (Head)	San Clemente HS	\$3,200.00	06/19/2013- 07/25/2013
69. Powell, Neil	Soccer, Girls	Capistrano Valley HS	\$3,478.00	06/12/2013- 07/31/2013
70. Reed, Sam	Football, (Asst)	Tesoro HS	\$2,000.00	06/12/2013- 08/30/2013
71. Renden, Tim	Water Polo, Boys	Dana Hills HS	\$1,500.00	06/24/2013- 07/27/2013
72. Rusinkovich, Chad	Football, Varsity (Asst)	Dana Hills HS	\$2,450.00	08/30/2013- 11/08/2013
73. Rusinkovich, Jake	Basketball, Boys (Asst)	San Clemente HS	\$ 500.00	06/17/2013- 07/19/2013
	Football, Varsity (Asst)	Dana Hills HS	\$3,500.00	08/30/2013- 11/08/2013
	JV/Soph (Asst)		\$2,000.00	
74. Rusinkovich, John	Football, Varsity (Asst)	Dana Hills HS	\$3,500.00	08/30/2012- 11/08/2013
	JV (Asst)		\$1,500.00	
75. Smith, Ryan	Football, Varsity (Asst)	Dana Hills HS	\$3,500.00	08/30/2013- 11/08/2013
	JV (Asst)		\$1,500.00	
76. Thayer, Jedd	Water Polo, (Asst)	Tesoro HS	\$4,000.00	06/12/2013- 08/30/2013
77. Troiano, Kyle	Water Polo, (Asst)	Tesoro HS	\$2,000.00	06/12/2013- 08/30/2013
78. Wallace, Edward	Track, (Asst)	Tesoro HS	\$1,500.00	02/23/2013- 05/03/2013
79. Ward, Zachary	Music	San Juan Hills HS	\$ 300.00	07/01/2013- 08/31/2013
80. Warman, Christina	Soccer, Girls JV (Asst)	San Clemente HS	\$3,000.00	06/19/2013- 07/30/2013
81. Whieldon, Randy	Basketball, Boys	Capistrano Valley HS	\$2,608.00	06/12/2013- 07/31/2013

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<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
82. Wiggins, Lane	Track/Field, (Asst)	Tesoro HS	\$2,000.00	06/12/2013- 08/30/2013
83. Zangl, Mike	Football, (Asst)	Tesoro HS	\$1,000.00	06/12/2013- 08/30/2013

**APPROVE PROMOTION**

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
84. Bernal, Priscilla	IF-Sp Ed (9.5mo/17.5hpw)	Elem Sch Clerk (10.5mo/40hpw)	R26-1	08/12/2013

**APPROVE ASSIGNMENT ADJUSTMENTS**

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
85. McGowan, Danielle	LVN (9.5mo/17.5hpw)	LVN (9.5mo/30hpw)	R30-1	09/09/2013

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
86. Bandaruk, Rita	Inst Asst-Presch TAA NTE 3 hrs (Assist with closing of classroom)	06/07/2013- 06/25/2013
87. Bethurum, Connie	Inst Asst-Presch TAA NTE 6 hrs (Assist with closing of classroom)	06/07/2013- 06/25/2013
88. Chang, Constance	Inst Asst-Presch TAA NTE 6 hrs (Assist with closing of classroom)	06/07/2013- 06/25/2013
89. Diaz, Gloria	Inst Asst-Presch TAA NTE 18 hrs (Assist with closing of classroom and move to a new school site)	06/07/2013- 06/25/2013
90. Espinosa, Rita	Inst Asst-Presch TAA NTE 6 hrs (Assist with closing of classroom)	06/07/2013- 06/25/2013
91. Farley, Lynn	Inst Asst-Presch TAA NTE 6 hrs (Assist with closing of classroom)	06/07/2013- 06/25/2013

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
92. Hannouche, Coralia	BIngl Inst Asst-Presch TAA NTE 6 hrs (Assist with closing of classroom)	06/07/2013- 06/25/2013
93. Ivette, Romero	Inst Asst-Presch TAA NTE 18 hrs (Assist with closing of classroom and move to a new school site)	06/07/2013- 06/25/2013
94. Katz-Scinico, Dorcas	Presch Site Facilitator TAA NTE 18 hrs (Assist with closing of classroom and move to a new school site)	06/07/2013- 06/25/2013
95. Kemp, Lorraine	Inst Asst-Presch TAA NTE 3 hrs (Assist with closing of classroom)	06/07/2013- 06/25/2013
96. Loven, Darlene	Inst Asst-Presch TAA NTE 6 hrs (Assist with closing of classroom)	06/07/2013- 06/25/2013
97. Miller, Patricia	Inst Asst-Presch TAA NTE 6 hrs (Assist with closing of classroom and move to a new school site)	06/07/2013- 06/25/2013
98. Nikkhah, Mahtab	Inst Asst-Presch TAA NTE 6 hrs (Assist with closing of classroom)	06/07/2013- 06/25/2013
99. Parra, Jacqueline	Inst Asst-Presch TAA NTE 6 hrs (Assist with closing of classroom)	06/07/2013- 06/25/2013
100. Poudrier, Cindy	Inst Asst-Presch TAA NTE 18 hrs (Assist with closing of classroom and move to a new school site)	06/07/2013- 06/25/2013
101. Power-Kohout, Marina	Inst Asst-Presch TAA NTE 6 hrs (Assist with closing of classroom)	06/07/2013- 06/25/2013
102. Revetta, Rochelle	Inst Asst-Presch TAA NTE 6 hrs (Assist with closing of classroom)	06/07/2013- 06/25/2013
103. Sanchez-Martinez, Sandra	BIngl Inst Asst-Presch TAA NTE 4 hrs (Assist with closing of classroom)	04/12/2013- 06/25/2013
104. Satpathy, Mansi	Inst Asst-Presch TAA NTE 6 hrs (Assist with closing of classroom)	06/07/2013- 06/25/2013
105. Seyed, Mahvash	Inst Asst-Presch TAA NTE 9 hrs (Assist with closing of classroom and move to a new school site)	06/07/2013- 06/25/2013
106. Smith, Arah	Inst Asst-Presch TAA NTE 6 hrs (Assist with closing of classroom)	06/07/2013- 06/25/2013
107. Tiotuico, Irene	Inst Asst-Presch TAA NTE 9 hrs (Assist with closing of classroom and move to a new school site)	06/07/2013- 06/25/2013

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
108. Vega, Irene	Inst Asst-Presch TAA NTE 3 hrs (Assist with closing of classroom)	06/07/2013- 06/25/2013
109. Villella, Janet	Inst Asst-Presch TAA NTE 6 hrs (Assist with closing of classroom)	06/07/2013- 06/25/2013
110. Villemaire, Lynne	Inst Asst-Presch TAA NTE 12 hrs (Assist with closing of classroom and move to a new school site)	06/07/2013- 06/25/2013

**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED  
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
111. Angotti, Irene	Inst Asst (9.5mo/17.5hpw)	IF-Sp Ed	R22-4	05/24/2013
112. Stanley, Dawn	Health Asst (9.5mo/17.5hpw)	Clerk	R23-2	05/20/2013

**APPROVE PROFESSIONAL GROWTH STIPEND**  
NTE \$500.00

113. Lynch, Janis

**APPROVE SUMMER EMPLOYMENT  
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
114. Alvarado, Luis	Sch Bus Driver	06/19/2013- 09/06/2013
115. Armitage, David	Sch Bus Driver	06/19/2013- 09/06/2013
116. Arroyo, Michael	Sch Bus Driver	06/19/2013- 09/06/2013
117. Baker, Ingrid	Sch Bus Driver	06/19/2013- 09/06/2013
118. Baxter, Kathrine	Sch Bus Driver	06/19/2013- 09/06/2013



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**PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
119. Bemis, Sherrie	Sch Bus Driver	06/19/2013- 09/06/2013
120. Bohl, Giselle	Sch Bus Driver	06/19/2013- 09/06/2013
121. Breithaupt, Scott	Sch Bus Driver	06/19/2013- 09/06/2013
122. Calderon, Maryann	Sch Bus Driver	06/19/2013- 09/06/2013
123. Capitan, Sheri Lee	Sch Bus Driver	06/19/2013- 09/06/2013
124. Caras, Denise	Sch Bus Driver	06/19/2013- 09/06/2013
125. Catli, Dale	Sch Bus Driver	06/19/2013- 09/06/2013
126. Chauhan, Desh	Sch Bus Driver	06/19/2013- 09/06/2013
127. Cone, Karyn	Sch Bus Driver	06/19/2013- 09/06/2013
128. Conti, James	Sch Bus Driver	06/19/2013- 09/06/2013
129. Conti, Monica	Sch Bus Driver	06/19/2013- 09/06/2013
130. Corona, Rhonda	Sch Bus Driver	06/19/2013- 09/06/2013
131. Craw, Madelaine	Sch Bus Driver	06/19/2013- 09/06/2013
132. Cruz, Ceasar	Sch Bus Driver	06/19/2013- 09/06/2013
133. DeVinci, Pamela	Sch Bus Driver	06/19/2013- 09/06/2013
134. Dewar, Dawn	Sch Bus Driver	06/19/2013- 09/06/2013
135. Dewar, Nettie	Sch Bus Driver	06/19/2013- 09/06/2013
136. DuChene, David	Sch Bus Driver	06/19/2013- 09/06/2013
137. Ericson, Nol	Sch Bus Driver	06/19/2013- 09/06/2013

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**PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
138. Falquist, Ray	Sch Bus Driver	06/19/2013- 09/06/2013
139. Feyerabend, Kathy	Sch Bus Driver	06/19/2013- 09/06/2013
140. Figueroa, Yolanda	Sch Bus Driver	06/19/2013- 09/06/2013
141. Fortin, Callie	Sch Bus Driver	06/19/2013- 09/06/2013
142. Fultz, Brian	Sch Bus Driver	06/19/2013- 09/06/2013
143. Garcia, Patricia	Sch Bus Driver	06/19/2013- 09/06/2013
144. Garcia, Piedad	Sch Bus Driver	06/19/2013- 09/06/2013
145. Genadry, Floyd	Sch Bus Driver	06/19/2013- 09/06/2013
146. Gibson, Lesa	Sch Bus Driver	06/19/2013- 09/06/2013
147. Gill, Laura Kathy	Sch Bus Driver	06/19/2013- 09/06/2013
148. Gomez, Bartolo	Sch Bus Driver	06/19/2013- 09/06/2013
149. Gomez, Nancy	Sch Bus Driver	06/19/2013- 09/06/2013
150. Gonzales, Kym	Sch Bus Driver	06/19/2013- 09/06/2013
151. Gourdin, Leo	Sch Bus Driver	06/19/2013- 09/06/2013
152. Grothe-Wilson, Katherine	MS Campus Supvr	07/01/2013- 07/26/2013
153. Gutierrez, Betty	Sch Bus Driver	06/19/2013- 09/06/2013
154. Hampson, Lisa	Sch Bus Driver	06/19/2013- 09/06/2013
155. Harris, Heidi	Sch Bus Driver	06/19/2013- 09/06/2013
156. Hartwell, Brian	Sch Bus Driver	06/19/2013- 09/06/2013

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**PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
157. Henderson, Scott	Sch Bus Driver	06/19/2013- 09/06/2013
158. Herrera, Tay	Sch Bus Driver	06/19/2013- 09/06/2013
159. Holbdy, Anthony	Sch Bus Driver	06/19/2013- 09/06/2013
160. Honey, Nancy	Sch Bus Driver	06/19/2013- 09/06/2013
161. James, Nevil	Sch Bus Driver	06/19/2013- 09/06/2013
162. LaBeaf, Kathryn	Sch Bus Driver	06/19/2013- 09/06/2013
163. Levrier, William	Sch Bus Driver	06/19/2013- 09/06/2013
164. Lezama, Alfredo	Sch Bus Driver	06/19/2013- 09/06/2013
165. Llamas, Daniel	Sch Bus Driver	06/19/2013- 09/06/2013
166. Llamas, Teresa	Sch Bus Driver	06/19/2013- 09/06/2013
167. Lowe, Mitzi	HS Campus Supvr	07/01/2013- 07/26/2013
168. Mar, Araceli	BIngl Clerk	08/08/2013- 08/30/2013
169. Maull, Louis	Sch Bus Driver	06/19/2013- 09/06/2013
170. McRae, Bruce	Sch Bus Driver	06/19/2013- 09/06/2013
171. Michael, Nader	Sch Bus Driver	06/19/2013- 09/06/2013
172. Miranda, Ines	Sch Bus Driver	06/19/2013- 09/06/2013
173. Morgan, Marshall	Sch Bus Driver	06/19/2013- 09/06/2013
174. Murillo, Rafael	Sch Bus Driver	06/19/2013- 09/06/2013
175. Naegle, David	Sch Bus Driver	06/19/2013- 09/06/2013

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**PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
176. Naegle, Deborah	Sch Bus Driver	06/19/2013-09/06/2013
177. Nangle, Robin	Sch Bus Driver	06/19/2013-09/06/2013
178. Omar, Lima	Sch Bus Driver	06/19/2013-09/06/2013
179. Paine, Mickey	Sch Bus Driver	06/19/2013-09/06/2013
180. Perguson, Scott	Sch Bus Driver	06/19/2013-09/06/2013
181. Reyes, Carmen	Sch Bus Driver	06/19/2013-09/06/2013
182. Rial, Lisa	Sch Bus Driver	06/19/2013-09/06/2013
183. Rivera, Hector	Sch Bus Driver	06/19/2013-09/06/2013
184. Robbertze, Olinda	Sch Bus Driver	06/19/2013-09/06/2013
185. Robert, Hannah	Sch Bus Driver	06/19/2013-09/06/2013
186. Robledo, Eloisa	Sch Bus Driver	06/19/2013-09/06/2013
187. Saling, Robynette	Sch Bus Driver	06/19/2013-09/06/2013
188. Santopadre, Paula	Sch Bus Driver	06/19/2013-09/06/2013
189. Sawyer, Jazmin	Sch Bus Driver	06/19/2013-09/06/2013
190. Soderin, Dennis	Sch Bus Driver	06/19/2013-09/06/2013
191. Taylor, Patricia	Sch Bus Driver	06/19/2013-09/06/2013
192. Tiboni, Robert	Sch Bus Driver	06/19/2013-09/06/2013
193. Timberlake, Peggy	Sch Bus Driver	06/19/2013-09/06/2013
194. Tizuela, Edwin	Sch Bus Driver	06/19/2013-09/06/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of June 26, 2013  
Classified Employees

**APPROVE SUMMER EMPLOYMENT**  
**PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
195. Trimble, Roxanne	Sch Bus Driver	06/19/2013-09/06/2013
196. Tucker, Sue	Sch Bus Driver	06/19/2013-09/06/2013
197. Villagomez, Manuel	Sch Bus Driver	06/19/2013-09/06/2013
198. Walker, Christine	Sch Bus Driver	06/19/2013-09/06/2013
199. Walker, Mary	Sch Bus Driver	06/19/2013-09/06/2013
200. Whelan, Laureen	MS Campus Supvr	07/01/2013-07/26/2013
201. White, David	Sch Bus Driver	06/19/2013-09/06/2013

**APPROVE SUMMER EMPLOYMENT**

<u>Name</u>	<u>Current Position</u>	<u>Summer Position</u>	<u>Range Step</u>	<u>Effective Date</u>
202. Anawalt, Alison	Elem Sch Office Mgr (10.5mo/40hpw)	Sch Clerk	R26-5	07/01/2013-07/26/2013
203. Buys, Debbie	Elem Sch Office Mgr (10.5mo/40hpw)	Sch Clerk	R26-15	07/01/2013-07/26/2013
204. Clarke, Stephanie	HS Campus Supvr (9.5mo/40hpw)	MS Campus Supvr	R23-15	07/01/2013-07/26/2013
205. Egertson, Jane	Elem Sch Office Mgr (10.5mo/40hpw)	Sch Clerk	R26-4	07/01/2013-07/26/2013
206. Gomez, Nancy	Sch Bus Driver (9.5mo/40hpw)	Delegate Behind the Wheel Training	R30-10	06/24/2013-08/02/2013
207. Jensen, Kim	HS Campus Supvr (9.5mo/40hpw)	MS Campus Supvr	R23-6	07/01/2013-07/26/2013
208. Kane, Patti	Sch Clerk II (10mo/40hpw)	Sch Clerk	R26-5	07/01/2013-07/26/2013
209. Nett, Donna	MS Sch Office Mgr	Sch Clerk	R26-20	07/01/2013-07/26/2013
210. Robleto, Antonietta	Blngl Elem Sch Office Mgr	Sch Clerk	R26-20	07/01/2013-07/26/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

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**APPROVE SUMMER EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Current Position</u>	<u>Summer Position</u>	<u>Range Step</u>	<u>Effective Date</u>
211. Rodriguez, Octavio	Storekeeper/Delivery Driver (9.5mo/40hpw)	Painter's Helper	R29-15	06/27/2013- 09/06/2013
212. Sanchez, Jose	Storekeeper/Delivery Driver (9.5mo/40hpw)	Painter's Helper	R29-20	06/27/2013- 09/06/2013
213. Wada, Lisa	Academic Advisor (10.75mo/40hpw)	Sch Clerk	R26-20	07/01/2013- 07/26/2013

**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
214. Ayon, Shari	Personal	09/06/2013- 12/05/2013

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
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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. Allen, Carol	Substitute Teacher	Voluntary	09/14/2006	06/13/2013
2. Bruckelt, Tabea	Substitute Teacher	Relocation	12/11/2012	06/12/2013
3. Deluca, William	Substitute Teacher	Voluntary	11/07/2013	06/13/2013
4. Kline, Kristin	Substitute Teacher	Voluntary	09/22/2011	06/13/2013
5. Langdale, Kerry	Teacher	Other Employment	08/30/2006	06/20/2013
6. Mechling, Margaret	Substitute Teacher	Voluntary	03/21/2002	06/13/2013
7. Mock, Christopher	Substitute Teacher	Voluntary	03/14/2013	06/13/2013
8. Ocken, Cassandra	Substitute Teacher	District Initiated	03/29/2011	04/22/2013
9. Ronne, Charlene	Substitute Teacher	Voluntary	03/14/2013	06/13/2013
10. Rowland, Christine	Substitute Teacher	Voluntary	03/06/2009	06/13/2013
11. Zimmer, Maureen	Teacher	Retirement	08/28/2000	06/20/2013

**APPROVE SUBSTITUTE TEACHERS**

Pay @ \$90.00 per day

12. Mallory, Natasha

**APPROVE ASSIGNMENT ADJUSTMENT**

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
13. Cadiz, Robin	Teacher-LOA	Teacher	09/06/2013
14. Duarte, George	HS Principal	MS Principal	07/01/2013

**APPROVE MANAGEMENT SALARY ADJUSTMENT**

<u>Name</u>	<u>Previous Salary</u>	<u>New Salary</u>	<u>Effective Date</u>
15. Patterson, Marc	\$133,695	\$140,380	07/01/2013

**APPROVE ADDITIONAL ASSIGNMENTS**

**ADD/SIOP Training – Multiple Sites**

Not to exceed 12 hours instructional pay @ \$35.00 per hour  
07/01/2012-06/11/2013

16. Albers, Heidi	20. Calkins, Joan
17. Bento, Kelley	21. Cunningham, Christina
18. Brooks, Kim	22. Evans, Kayla
19. Brown, Marilyn	23. Hancock, Janet

CAPISTRANO UNIFIED SCHOOL DISTRICT  
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**APPROVE ADDITIONAL ASSIGNMENTS (Cont.)**

**ADD/SIOP Training – Multiple Sites (Cont.)**

Not to exceed 12 hours instructional pay @ \$35.00 per hour  
07/01/2012-06/11/2013

- |                      |                           |
|----------------------|---------------------------|
| 24. Heuer, Tracey    | 32. Robbins, Valerie      |
| 25. Kilker, Cheryl   | 33. Robertson, Julie      |
| 26. Kilroy, Angie    | 34. Saalberg, Christopher |
| 27. Martin, Loretta  | 35. Snyderman, Jill       |
| 28. May, Jennifer    | 36. Taylor, Pam           |
| 29. Mayemura, Deanne | 37. Walker, Lori          |
| 30. Miller, Tiffany  | 38. Williams, Margi       |
| 31. Montgomery, Lori |                           |

Not to exceed 5 hours pay @ \$18.00 per hour  
01/18/2013-06/11/2013

39. Purdue, Autumn

**Development of the Common Core Standards and Technology for Title I Students – Marblehead Elem**

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour  
06/03/2013-06/12/2013

40. James, Doug

**STAR Testing Proctor – Vista del Mar MS**

Not to exceed 2 hours instructional pay @ \$35.00 per hour  
05/01/2013-05/03/2013

- |                         |                      |
|-------------------------|----------------------|
| 41. Anderson, Stephanie | 44. Porzuczek, Karin |
| 42. Daniel, Sonia       | 45. Stafford, Carol  |
| 43. Dewees, Julia       | 46. Yanaura, Mark    |

**ELA and Math Intervention Classes – Capistrano Valley HS**

Not to exceed 15 hours instructional pay @ \$35.00 per hour  
10/27/2012-03/09/2013

47. Miller, Teresa

**AP Review Sessions – Tesoro HS**

Not to exceed 10 hours instructional pay @ \$35.00 per hour  
02/04/2013-06/12/2013

48. Uminsky, Alma



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**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
49. Davis, Stacy	Pep Squad-High School	Aliso Niguel HS	\$3,044.00	09/09/2013-06/23/2014
50. Dewitt-Fleischman, Mary	Peer Assistance Leadership	Marblehead Elem	\$ 434.67	09/06/2012-06/11/2013
51. Gerhard, Kendra	Peer Assistance Leadership	Marblehead Elem	\$ 434.67	09/06/2012-06/11/2013
52. Hurlbut, Dana	Peer Assistance Leadership	Marblehead Elem	\$ 434.67	09/06/2012-06/11/2013

**APPROVE CIF CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
53. Hanson, Craig	Baseball, Varsity (Head)	Aliso Niguel HS	\$ 347.80	05/10/2013
54. Kokx, Aaron	Baseball, Varsity (Asst)	Aliso Niguel HS	\$ 304.40	05/10/2013
55. Middlebrook, Stacy	Track, Girls Varsity (Head)	Aliso Niguel HS	\$ 347.80	05/06/2013

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
56. Abney, Kelly	Water Polo, Girls	Capistrano Valley HS	\$3,261.00	06/12/2013-07/31/2013
57. Alexander, Ted	Football, (Asst)	Tesoro HS	\$2,500.00	07/01/2013-08/02/2013
58. Brown, Rich	Baseball, (Asst)	San Clemente HS	\$2,500.00	06/03/2013-07/27/2013
59. Calentino, Mark	Wrestling, Varsity JV	San Clemente HS	\$3,261.00	06/24/2013-07/19/2013
60. Cullinan, Rob	Basketball, Boys	Dana Hills HS	\$2,100.00	06/08/2013-07/20/2013
61. Davis, Stacy	Pep Squad, Advisor	Aliso Niguel HS	\$1,300.00	06/13/2013-08/31/2013

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San Juan Capistrano, California

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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
62. Dedmon, Kristen	Softball	Capistrano Valley HS	\$3,478.00	06/12/2013-07/31/2013
63. Desiano, Ann Marie	Dance/Choreographer	Aliso Niguel HS	\$1,300.00	06/25/2013-07/25/2013
64. Desiano, Tom	Basketball, Boys	Dana Hills HS	\$3,100.00	06/08/2013-07/20/2013
65. Finnerty, Stacey	Soccer, Girls Varsity (Head) Girls JV (Head) Girls Frosh/Soph (Head)	San Clemente HS	\$3,000.00 \$1,000.00 \$1,000.00	06/19/2013-07/30/2013
66. Gibson, Michael	Water Polo, (Head)	Tesoro HS	\$3,500.00	07/01/2013-08/02/2013
67. Johnson, Dan	Track/Cross Country, Boys (Head)	San Clemente HS	\$1,200.00	06/24/2013-08/09/2013
68. Laster, Don	Water Polo, Boys (Asst)	San Clemente HS	\$1,000.00	06/24/2013-07/26/2013
69. Leslie, Lauren	Soccer, Girls (Asst)	San Clemente HS	\$1,500.00	06/19/2013-07/10/2013
70. Mashburn, Andrew	Football, Varsity (Asst)	Tesoro HS	\$5,652.00	07/01/2013-08/02/2013
71. McCullough, Stephen	Football, JV	Dana Hills HS	\$1,550.00	08/30/2013-11/08/2013
72. Mulligan, Brian	Basketball, Boys Varsity Boys Freshman	Capistrano Valley HS	\$3,748.00 \$2,174.00	06/12/2013-07/31/2013
73. Parker, Marc	Water Polo, Boys (Head)	San Clemente HS	\$1,000.00	06/24/2013-07/26/2013
74. Popovich, Marc	Basketball, Boys (Head)	San Clemente HS	\$2,000.00	06/17/2013-07/19/2013
75. Poston, Matt	Football, Varsity (Head) Freshman (Head)	Tesoro HS	\$3,913.00 \$3,043.00	07/01/2013-08/02/2013
76. Pronier, Mike	Soccer, Boys (Head)	San Clemente HS	\$3,260.00	06/17/2013-07/24/2013
77. Purdue, Autumn	Track, (Asst)	San Juan Hills HS	\$1,000.00	02/01/2013-05/10/2013
78. Rosa, Matt	Water Polo, Boys	Dana Hills HS	\$3,000.00	06/24/2013-07/27/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

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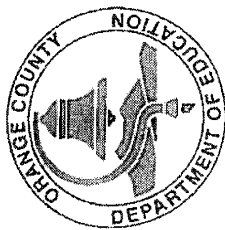
**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
79. Rusinkovich, Todd	Football, JV	Dana Hills HS	\$ 2,100.00	08/30/2013- 11/08/2013
80. Schefter, Chris	Basketball, Boys (Asst)	San Clemente HS	\$ 1,000.00	06/17/2013- 07/19/2013
81. Schreiber, Ryan	Track (Asst)	San Juan Hills HS	\$ 800.00	02/01/2012- 05/10/2013
82. Schreiman, Courtney	Drill Team	Aliso Niguel HS	\$10,800.00	06/24/2013- 06/24/2014
83. Seale, John	Football, (Asst)	Tesoro HS	\$ 2,500.00	07/01/2013- 08/02/2013
84. Skinner, Phil	Football, JV	Dana Hills HS	\$ 2,000.00	08/30/2013- 11/08/2013
85. Stephens, John	Tennis, Girls (Head)	San Clemente HS	\$ 3,260.00	06/24/2013- 08/08/2013
86. Tubbs, Anthony	Football, (Asst)	Tesoro HS	\$ 1,000.00	07/01/2013- 08/02/2013
87. Wachenheim, Paul	Football, (Asst)	Tesoro HS	\$ 500.00	07/01/2013- 08/02/2013
88. Woodward, Richard	Football, (Asst)	Tesoro HS	\$ 2,500.00	07/01/2013- 08/02/2013
89. Workman, Kenneth	Baseball, Boys	Dana Hills HS	\$ 1,000.00	06/03/2013- 07/27/2013
90. Yancey, Steven	Strength/Conditioning Swimming, Boys Varsity Water Polo, Boys Varsity	Capistrano Valley HS	\$ 3,261.00    \$ 3,261.00	06/01/2013- 07/31/2013

**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
91. Johnson, Lori	Child Care	11/13/2013- 06/25/2014





**Williams Settlement Legislation**  
**Capistrano Unified School District**  
**Third Quarter Report**  
**Fiscal Year 2012-2013**

Prepared by the Orange County Department of Education

**SCHOOL ACCOUNTABILITY REPORT CARD (SARC) VERIFICATION**

The SARCs published in 2012-2013 for the following schools were reviewed to determine the accuracy of the information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and adequacy of school facilities.

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Material Discrepancies	Facility Conditions Accurate	Facility Condition Discrepancies
Kinoshita Elementary	March 6, 2013	Yes	N/A	Yes	N/A
San Juan Elementary	March 6, 2013	Yes	N/A	Yes	N/A

Respectfully submitted,

*Ellin Chariton*

Ellin Chariton

Executive Director, School and Community Services

*5/7/13*  
Date

