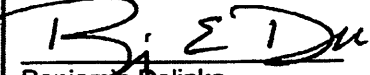
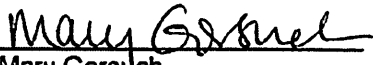




NOTICE OF AUTHORIZATION

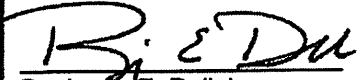

Date: May __, 2015	
Project: Dolinka Group, LLC ("Dolinka Group" or "Consultant") shall provide enrollment projection services to the Valley Center-Pauma Unified School District ("School District" or "Client") in calendar year 2015.	
Budget: <p>The proposed fee for Dolinka Group to provide Enrollment Projection Services and an online school locator function for the website of the School District shall be a flat fee of \$6,500 (plus expenses). This fee of \$6,500 shall be payable in two equal installments. The first installment of \$3,250 shall be payable to Dolinka Group at the time this Notice of Authorization is executed by both parties and the second installment of \$3,250 shall be payable to Dolinka Group upon the preparation of the Enrollment Projections.</p> <p>In addition to fees for services, the School District shall reimburse Dolinka Group for out-of-pocket expenses as outlined in the Agreement for Consulting Services entered into by and between the parties dated May 8, 2015 ("Agreement"). All other terms of the Agreement shall apply to the services performed under this Notice of Authorization.</p>	
Consultant: Dolinka Group, LLC  Benjamin Dolinka President/CEO	Client: Valley Center-Pauma Unified School District  Mary Gorsuch Superintendent

S:\Proposals\Working Documents\Demographics\Enrollment Projections\SY1415\ValleyCenterPaumaUSD\ValleyCenterPaumaUSD_NOA_EnrollmentProjection_20150508.docx

COMMITTED TO EDUCATION. PARTNERS FOR THE FUTURE.



NOTICE OF AUTHORIZATION

Date:	May __, 2015												
Project:	Dolinka Group, LLC ("Dolinka Group" or "Consultant") shall provide consulting services to assist Valley Center-Pauma Unified School District ("VCPUSD" or "School District") with negotiating a mitigation agreement with Konyn Realty Investment Co.												
Budget:	Services will be billed on a time and materials basis (plus expenses). Professional services will be billed at the hourly rates listed below: <table><tr><td>President</td><td>\$250/Hour</td></tr><tr><td>Executive Director</td><td>\$210/Hour</td></tr><tr><td>Senior Director</td><td>\$200/Hour</td></tr><tr><td>Associate Director</td><td>\$125-150/Hour*</td></tr><tr><td>Associate</td><td>\$110/Hour</td></tr><tr><td>Research Assistant</td><td>\$ 85/Hour</td></tr></table> <p>*Depends on level of experience</p> <p>In addition to fees for services, the School District shall reimburse Dolinka Group for out-of-pocket expenses as outlined in the Agreement for Consulting Services entered into by and between the parties dated May 8, 2015 ("Agreement"). All other terms of the Agreement shall apply to the services performed under this Notice of Authorization.</p>	President	\$250/Hour	Executive Director	\$210/Hour	Senior Director	\$200/Hour	Associate Director	\$125-150/Hour*	Associate	\$110/Hour	Research Assistant	\$ 85/Hour
President	\$250/Hour												
Executive Director	\$210/Hour												
Senior Director	\$200/Hour												
Associate Director	\$125-150/Hour*												
Associate	\$110/Hour												
Research Assistant	\$ 85/Hour												
Consultant: Dolinka Group, LLC  Benjamin E. Dolinka President/CEO	Client: Valley Center-Pauma Unified School District  Mary Gorsuch Superintendent												

S:\Proposals\Working Documents\Finance\Mitigation Negotiation\FY1415\ValleyCenterPaumaUSD\ValleyCenterPaumaUSD_NOA_Mitigation_20150508.docx

COMMITTED TO EDUCATION. PARTNERS FOR THE FUTURE.

20 PACIFICA, SUITE 900, IRVINE, CA 92618 T 949 250 8300 F 949 250 8301 WWW.DOLINKAGROUP.COM



AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this ____ day of _____ 2015 ("Effective Date"), by and between Valley Center-Pauma Unified School District at 28751 Cole Grade Road, Valley Center, CA 92082, hereinafter called "Client", and Dolinka Group, LLC at 20 Pacifica, Suite 900, Irvine, CA 92618, hereinafter called "Consultant". The Client and the Consultant in consideration of the mutual promises and conditions herein contained agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY CONSULTANT

Section 1.1 Consulting Services, Statement of Work. Client hereby retains Consultant to perform the services ("Consulting Services") set forth in the statement of work (the "Statement of Work" or "SOW") as attached as Exhibit A to this Agreement. The Consulting Services and the Statement of Work are governed by this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the SOW, the terms of this Agreement shall control. This Agreement along with the SOW shall be referred to hereinafter as the "Agreement". Consultant may subcontract any portion of the Consulting Services, provided that Consultant shall notify Client in writing of the name and address of any proposed subcontractor and Client either consents or fails to respond to the notification with respect to the use of any particular proposed subcontractor within ten (10) business days of delivery thereof.

Section 1.2 No Agency. The relationship of Client and Consultant hereunder is that of independent contractors. In all matters relating to this Agreement, each of Client and Consultant shall be solely responsible and liable for the acts of its employees and agents, and the employees or agents of either party shall not be considered employees or agents of the other party. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party, nor shall Client or Consultant act or represent or hold itself out as having authority to act as an agent or partner of the other, or in any way to bind or commit the other to any obligations. Nothing in this Agreement is intended to create or constitute, nor does it create or constitute, an employment, joint venture, partnership, agency, trust or other relationship or association of any kind between the parties.

ARTICLE II. OWNERSHIP; USE

Section 2.1 Consultant Materials. As between Client and Consultant, Consultant owns any and all, including all intellectual property rights therein, (collectively, "Consultant Materials") (a) computer software (including without limitation financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods used by Consultant in the performance of the Consulting Services, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and other works of authorship and developments made, conceived, created, discovered, invented or reduced to practice in the performance of the Consulting Services or otherwise under this Agreement.

Section 2.2 Client's Rights and Obligations. Client acknowledges and agrees that the consideration paid by Client herein only entitles Client to a right to use the hard copy or electronically transmitted reports portion of the Consultant Materials generated pursuant to the Consulting Services (each a "Report"). Client shall not reuse (for any purpose other than the

COMMITTED TO EDUCATION. PARTNERS FOR THE FUTURE.

purpose for which the Report was intended) or make any modification to the Reports without the prior written authorization of the Consultant. As Consultant is performing the Consulting Services solely for the benefit of Client, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, employees and subcontractors against any damages, losses, liabilities and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from or in any way connected with the unauthorized use of the Consultant Materials or the unauthorized use, reuse or modification of the Reports by or through Client.

Section 2.3 Rights. Consultant reserves all rights in the Consultant Materials, including without limitation the Reports, not granted hereunder. Nothing in this Agreement shall prohibit Consultant from using the Consultant Materials for any purpose either during the term of this Agreement or thereafter. Without limiting the generality of the foregoing, Client acknowledges that Consultant may have used reports and analyses that Consultant authored for other clients as base works or templates for the Reports, and Client acknowledges and agrees that Consultant has the right to use the Reports as base works or templates for reports and analyses that Consultant authors for Consultant's other clients, provided, however that Consultant shall not use any Confidential Information (defined below) provided by Client in such future reports and analyses. Client further acknowledges and agrees that Consultant has spent and will spend substantial time and effort in collection and compiling data and information (including without limitation Client Data, as defined below) (the "Data Compilations") in connection with the Consulting Services and that such Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale or distribution to third parties; provided, however, that Consultant will not sell or distribute any of Client's Confidential Information that may be contained in such Data Compilations, unless such information is used only on an aggregated and anonymous basis.

ARTICLE III. COMPENSATION

Section 3.1 Fees. Client shall pay Consultant a professional fee computed according to the fee schedule attached as Exhibit B hereto (the "Fee Schedule") for the Consulting Services rendered hereunder. Consultant may adjust its rates in the event of an amendment of the Statement of Work, any other agreed-to expansion of the Consulting Services to be rendered hereunder or upon agreement of the parties. Rates are exclusive of taxes, levies, duties, governmental charges or expenses. If Consultant is required to pay any of the foregoing based on Consultant Services provided under this Agreement, such taxes, levies, duties, governmental charges and expenses (with the exception of any Consultant's income taxes) will be billed and paid by Client.

Section 3.2 Reimbursement. Client agrees that it shall reimburse Consultant for Consultant's out-of-pocket expenses incurred in performance of the Consulting Services plus a 15% administrative charge calculated thereon. Expenses of Consultant in the performance of any Consulting Services may include, without limitation, the following:

- (a) Cost of clerical assistance @ \$50.00 per hour;
- (b) Transportation costs, including mileage for the use of personal automobiles at the prevailing IRS standard rate, rental vehicles, travel, lodging and regularly scheduled commercial airline ticket costs;
- (c) Third-party photographic reproduction and data purchases; and
- (d) Cost of photocopies, facsimile, postage, overnight deliveries, conference call hosting, and phone calls at 5% of Consulting Services billed.

Section 3.3 Invoices. On or about the fifteenth (15) day following each month during which Consulting Services are rendered hereunder, or as soon as is reasonably practicable thereafter, Consultant shall deliver to Client an invoice covering the Consulting Services performed and the reimbursable expenses incurred in the prior month. Client shall pay all invoices within forty-five (45) days of the date of each invoice. A monthly charge of 1.2% may be imposed against past due accounts. Payment of invoices shall not be subject to any discounts or set-offs by Client, unless agreed to in writing by Consultant.

Section 3.4 Records. Consultant shall maintain records of its fees relating to the Consulting Services performed and any reimbursable expenses incurred under this Agreement for review by an authorized representative of Client for a period of three (3) years from the date of each invoice delivered by Consultant in relation thereto, provided, however, that (a) Client shall be entitled to no more than one such review per year, (b) any such reviews shall take place during normal business hours, and (c) all authorized representatives of Client performing a review under this Section 3.4 shall first sign a nondisclosure agreement in form and substance reasonably satisfactory to Consultant protecting Consultant's confidential information before conducting such review.

ARTICLE IV. OTHER AGREEMENTS OF CONSULTANT

Section 4.1 Performance. Consultant shall perform the Consulting Services in accordance with the Statement of Work and the applicable generally accepted industry standards and practices. Client shall provide prompt written notice to Consultant if Client becomes aware of any fault or defect in the Consulting Services, including any errors, omissions or inconsistencies in the Reports. Subject to Section 5.2, should any errors in the Reports caused by Consultant's negligence be detected within thirty (30) days after the applicable Consulting Services were performed, Client's sole remedy and Consultant's exclusive liability shall be for Consultant, at Consultant's option, to (a) correct the error at no additional charge to Client by revising the Reports to eliminate the errors; or (b) refund to Client the amount paid by Client for the deficient portion of the Consulting Service(s) that resulted in the error.

Section 4.2 Necessary tools. Consultant shall supply all tools and instrumentalities required to perform the Consulting Services under the Agreement.

Section 4.3 Workers' Compensation. Consultant shall maintain workers' compensation insurance for Consultant's employees and agents performing Consulting Services as required by law. Consultant agrees that it shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.

Section 4.4 Liability Insurance. Consultant shall, at its sole cost and expense, carry and maintain throughout the term of this Agreement professional liability insurance covering errors and omissions, with limits of not less than \$1,000,000 per occurrence or \$2,000,000 aggregate. Evidence of such insurance shall be provided to Client upon request.

ARTICLE V. OTHER AGREEMENTS OF CLIENT

Section 5.1 Client's Assistance. Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant and which is reasonably necessary to the performance of the Consulting Services. Client shall also satisfy any assumptions and perform any Client obligations identified in the Statement of Work, and shall comply with all applicable laws and regulations in performing hereunder.

Section 5.2 **Client Responsibility.**

(a) Client acknowledges that, in performing the Consulting Services and preparing the Reports, Consultant will be using and relying upon various data, reports, studies, computer printouts and other information, documents and representations as to facts, the source of which may be Client, public agencies or other third-parties, (all of which shall be referred to herein as the "Client Data"). Client agrees that Consultant is entitled to use and rely upon such Client Data in preparing the Reports and performing the other Consulting Services hereunder, and that Consultant shall not be obligated to establish or verify the accuracy of the Client Data, nor shall Consultant be responsible for the impact or effect of Client Data on its work products (including without limitation the Reports) in the event that such Client Data is in error and therefore introduces error into the work products (including without limitation the Reports).

(b) Client represents and warrants to Consultant that Client has the right to deliver to Consultant the Client Data delivered to Consultant hereunder and neither the Client Data, nor its use as contemplated hereunder, shall (i) infringe any intellectual property rights of any third party, (ii) violate any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies, and Client shall use commercially reasonable efforts to ensure that the Client Data does not contain any viruses or other damaging or disabling code.

(c) Client shall defend, indemnify and hold Consultant harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "Claims") and all costs and expenses in connection therewith, including reasonable attorneys' fees and expenses, arising out of or connected with the performance of the Consulting Services under this Agreement when such Claims arise from, relate to, or in any way result from (i) errors contained in Client Data furnished to Consultant, or (ii) Client's breach of its warranties or covenants hereunder. Client's obligations under this subsection shall be reduced to the extent that they arise out of Consultant's gross negligence or willful misconduct.

Section 5.3 **Testimony.** In the event that court appearances, testimony or depositions are required of Consultant by Client in connection with the Consulting Services rendered hereunder, and the parties do not separately contract for such additional services, Client shall compensate Consultant for such appearances at a rate of \$300 per hour and shall reimburse Consultant for out-of-pocket expenses on a cost basis.

Section 5.4 **Non-Solicitation.** Client shall not solicit the employment of or hire any of Consultant's employees during the term, and for one year following the termination of, this Agreement; provided, however, that the foregoing restrictions shall not prohibit Client from generalized solicitation or advertising, including the use of an independent employment agency or search firm whose efforts are not specifically directed at such employees. Notwithstanding the foregoing, such employees shall not include any individual (a) whose employment with Consultant has terminated for any reason (other than through breach of this Section 5.4), or (b) whose employment or solicitation thereof has been agreed upon in writing by Consultant.

ARTICLE VI.
TERM; TERMINATION

Section 6.1 **Term.** This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.

Section 6.2 Convenience. Either party may terminate this Agreement (and the Statement of Work) for convenience upon thirty (30) prior written days' notice to the other party.

Section 6.3 Breach. Either party may terminate this Agreement (and the Statement of Work) with written notice to the other party if the other party is in material breach of any of its obligations under this Agreement, which breach is not cured within three (3) days' written notice from the other party. Without limiting the generality of the foregoing, if Client fails to make payments when due hereunder, Consultant may suspend performance of the Consulting Services upon notice to Client. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (provided that Consultant has not terminated the Agreement in the interim), Consultant shall resume Consulting Services under this Agreement, and the Statement of Work shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

Section 6.4 Fees. Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination.

Section 6.5 Survival. Sections 1,2, 3.1, 3.2, 3.3, 5.2, 5.4, 6.4, 6.5 and Articles II, VII and VIII shall survive the expiration or termination of this Agreement.

ARTICLE VII. CONFIDENTIALITY

Section 7.1 Definition. "Confidential Information" means all information that is disclosed by a party to the other party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a party's markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors or business in general. The term Confidential Information shall not include any item of information which: (i) the receiving party can prove was in its possession without a duty of confidentiality prior to disclosure thereof by the disclosing party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than as a result of any action or omission by the receiving party; (iii) is rightfully disclosed to the receiving party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced by the receiving party's written records. The Consultant Materials are Consultant's Confidential Information (subject to the rights set forth in Section 2.2).

Section 7.2 Obligation. Each party, as a receiving party, shall (a) hold all Confidential Information of the disclosing party in confidence and not disclose the other party's Confidential Information to anyone except its employees who have a need to know and who are at all times informed of, and understand that they are bound to observe, the same confidentiality and nondisclosure restrictions and obligations as are set forth in this Agreement; (b) use the other party's Confidential Information only as necessary for its performance hereunder; and (c) hold and protect the other party's Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care.

Section 7.3 Compelled Disclosure. If either receiving party is requested or required by law or legal process to disclose any of the disclosing party's Confidential Information, the person required to disclose such Confidential Information shall provide the disclosing party with prompt oral and written notice, so that the disclosing party may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving party shall furnish only that portion of the disclosing party's Confidential Information which is legally required and shall exercise its best efforts to obtain a protective order

or other reliable assurance that confidential treatment shall be accorded to the disclosing party's Confidential Information.

Section 7.4 Injunctive Relief. Each party, as a receiving party, agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each party agrees that the other party may obtain injunctive relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

ARTICLE VIII. GENERAL PROVISIONS

Section 8.1 Notice. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: bdolinka@dolinkagroup.com; Client: _____), but each party may change the address by written notice in accordance with the first sentence of this Section 8.1. Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

Section 8.2 Assignment. Neither party may assign this Agreement, in whole or in part without the express written consent of the other party, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, or as a sale or transfer of all or substantially all of a party's equity or assets. Any such attempted assignment or delegation without proper consent shall be void. This Agreement shall inure to the benefit of and shall be binding upon the party's respective successors and permitted assigns.

Section 8.3 Not Public Official. Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause Consultant to be a "public official" as that term is used in Section 87100 of Title 9 of the California Government Code. Client and Consultant agree that Consultant is not a "public official" or "participating in governmental decision" as those terms are used in Section 87100. Client and Consultant also agree that no actions and opinions necessary for the performance of duties under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms are used in Section 87100.

Section 8.4 Entire Agreement. This Agreement and Exhibits A and B hereto supersede any and all agreements, either oral or written, between the parties hereto with respect to the rendering of service by Consultant for Client and contains all of the covenants and agreements between the parties with respect to the rendering of the Consulting Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending or replacing such statute.

Section 8.5 Amendment. This Agreement and any exhibit hereto (including the Statement of Work) may not be amended or modified except as expressly provided herein or in writing by the parties and signed by authorized representatives of both parties.

Section 8.6 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 8.7 Dispute Resolution.

(a) Except as set forth in Section 7.4, the parties agree to first try in good faith to settle any dispute hereunder by mediation pursuant to the Mediation Rules of the American Arbitration Association. If the dispute is not settled by mediation, the dispute may be resolved by final and binding arbitration.

(b) Except as set forth in Section 7.4, on the written request of one party served on the other, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the American Arbitration Association and the provisions of the California Arbitration Act (Sections 1280 through 1294.2 of the California Code of Civil Procedure). The arbitration shall take place in Orange County, California, or such other location mutually agreed to by the parties. Consultant shall select the arbitrator. If Consultant and Client do not agree on such arbitrator, however, Client shall select a second arbitrator. The Client-selected arbitrator and the Consultant-selected arbitrator shall then select a third arbitrator, which arbitrator shall conduct the arbitration. The parties may select arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. The parties are not required to hire an AAA arbitrator for resolution of a dispute hereunder. No arbitration shall include by way of consolidation or joinder any parties or entities not a party to this Agreement without the express written consent of Client, Consultant and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision. The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(c) The prevailing party in any arbitration brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all fees and expenses of the arbitrator(s) and all costs of the arbitration.

Section 8.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules.

Section 8.9 Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant. The Consulting Services are being performed solely for Client's benefit, and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

Section 8.10 DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES ARISING FROM BREACH OF SECTION 2.2 or ARTICLE VII, NEITHER CONSULTANT NOR CLIENT, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF INCOME, LOSS OF REPUTATION, PERSONAL INJURY OR THE LIKE) RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 8.11 Force Majeure. Neither party will be liable for any failure to perform (except for payment of monies due hereunder) due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

Section 8.12 Limitation. The parties intend that the Consulting Services shall not subject the Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with the Consulting Services. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of the individual shareholders, officers, directors, members, managers or employees.

Section 8.13 DISCLAIMER. EXCEPT AS MAY BE SPECIFIED IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES UNDER THIS AGREEMENT, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND WARRANTIES ARISING UNDER COURSE OF DEALING OR TRADE USAGE.

Section 8.14 Limitation of Liability. In recognition of the relative risks and benefits of the Consulting Services to both Client and Consultant, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, that, except for breach of Article VII by Consultant, Consultant's total aggregate liability under or relating to this Agreement for any cause of action, including contract, tort and otherwise, shall not exceed the sum of amounts actually paid to Consultant under this Agreement. The limitations of liability set forth in this Article VIII and exclusion of certain damages shall apply regardless of the success or effectiveness of any of the exclusive remedies provided for under this Agreement. Any action against Consultant must be brought within eighteen (18) months after the cause of action arises.

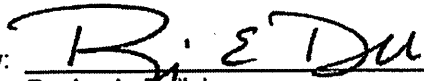
IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

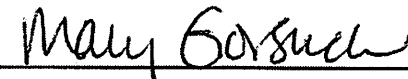
CONSULTANT:

CLIENT:

Dolinka Group, LLC

Valley Center-Pauma Unified School District

By: 
Benjamin Odlinka
President/CEO

By: 

Date: 5/11/15

Date: 6/18/15

S:\Proposals\Working Documents\General
Services\SY1415\ValleyCenterPaumaUSD\ValleyCenterPaumaUSD_GSA_20150508.docx

EXHIBIT A

SCOPE OF WORK

VALLEY CENTER-PAUMA UNIFIED SCHOOL DISTRICT FINANCING AND DEMOGRAPHIC CONSULTING SERVICES

Dolinka Group, LLC shall provide financing and demographic consulting services to Valley Center-Pauma Unified School District ("Client" or "School District") in fiscal years 2015/2016 through 2019/2020. As the School District requests any service under this Agreement, Dolinka Group will create a Notice of Authorization ("NOA") that will be executed by the School District prior to Dolinka Group commencing work. Such services may include, but not be limited to, the following:

Financial Services

» **Audit Pass-Through Agreements for Redevelopment Project(s)**

This task involves Dolinka Group reviewing Pass-Through Agreements for Redevelopment Project Areas to determine whether the School District is receiving the appropriate amount of tax increment. If the amount of tax increment received is less than the amount identified by applying the provisions of the Pass-Through Agreement, Dolinka Group will provide services to assist the School District communicate with the Redevelopment Agency.

» **Provide Asset Management Services**

This task involves Dolinka Group providing services to the School District for the management of unused or underutilized assets. Dolinka Group shall facilitate a 7/11 Committee, coordinate with city/county representatives, attend public meetings, participate in entitlement process, and help negotiate disposition of property.

» **Evaluate School Facility Financing Options**

This task involves Dolinka Group reviewing and recommending to the School District the funding strategies available to meet its capital facilities needs. Such options could include Lease Revenue Bonds, General Obligation Bonds, Certificates of Participation, Developer Fees, Bridge Funding, and State Funding.

» **Develop State Funding Strategy**

This task involves Dolinka Group assisting the School District with the development of a State Funding Strategy. This strategy will consist of preparation of forms SAB 50-01, 50-02, and 50-03, as well as the feasibility of submitting financial hardship applications.

» **Issuance of Certificates of Participation**

This task involves Dolinka Group evaluating the feasibility of issuing Certificates of Participation. In this evaluation, debt capacities will be calculated, revenue sources will be identified, and risks will be evaluated.

» **Issuance of General Obligation Bonds**

This task involves Dolinka Group providing financial advisory services associated with the issuance of General Obligation Bonds. During such services, Dolinka Group will analyze tax rates and bond authorization amounts, lead other consultants, assist with documentation, and participate with the issuance of bonds.

» **Prepare and Disseminate Continuing Disclosure Reports**

This task involves Dolinka Group preparing and disseminating continuing disclosure reports, which are a requirement with the issuance of any type of tax exempt bonds.

» **Develop and Implement Bridge Financing Program**

This task involves Dolinka Group developing and implementing a Bridge Funding Program to ensure that capital facilities program of the School District can be carried out on an appropriate timeline. In the event a Bridge Program is needed, a repayment program exclusive of the general fund will be developed and documented to the bond insurer and liquidity bank.

Demographic Services

» **Prepare Enrollment Projections**

This task involves Dolinka Group preparing long-term enrollment projections for the School District to identify projected enrollment increases/declines projected in the School District over the next ten (10) years.

» **Prepare Geographic Information Systems ("GIS") Maps and Analysis**

This task involves Dolinka Group preparing GIS maps and analyses at the request of the School District. Such maps and analyses could include, but not be limited to: existing attendance boundaries, areas of enrollment growth/decline, and concentration of student enrollment.

» **Attendance Boundary Adjustment Services**

This task involves Dolinka Group facilitating the analysis and potential adjustments to school attendance boundaries. Using the enrollment projections and GIS systems, Dolinka Group can prepare clinical scenarios to best balance enrollment at all schools and facilitate meeting with members of the School District staff and community to adjust the boundaries as suggested.

» **Prepare School Fee Justification Studies**

This task involves Dolinka Group preparing Residential and Commercial/Industrial Development School Fee Justification Studies to justify the collection of statutory school fees ("Statutory Fees") in accordance with Section 17620 of the Education Code and Section 65995 of the Government Code.

Other Services

» **Issuance of Other Post Employment Benefit ("OPEB") Bonds**

This task involves Dolinka Group assisting the School District fund its Unfunded Actuarial Accrued Liabilities ("UAAL") of OPEB through the issuance of bonds.

» **Attend or Present at Board Meetings and/or District Workshops**

This task involves Dolinka Group being present at meetings of the Governing Board or staff to assist in presenting items for consideration and answering any questions.

» **Perform other Financial and Demographic Services Requested by the District**

At the request of the School District, Dolinka Group can provide any other Financial or Demographic Consulting Services to assist the School District.

EXHIBIT B

FEE SCHEDULE

VALLEY CENTER-PAUMA UNIFIED SCHOOL DISTRICT FINANCING AND DEMOGRAPHIC CONSULTING SERVICES

Consulting services performed under this agreement by Dolinka Group, LLC for Valley Center-Pauma Unified School District ("Client" or "School District") shall be negotiated between the parties prior to initiating work. Depending on the exact service being requested by School District, Dolinka Group may bill on a (i) flat fee or (ii) time and material basis.

In the event the parties agree to a flat fee arrangement for a service, the specifics of such arrangement will be documented and approved by the School District and Dolinka Group. In the event the parties agree to a time and materials basis arrangement for a service, Dolinka Group and the School District shall establish a maximum amount, not to be exceeded. Any services billed on a time and materials basis will be based on the following rate schedule:

President	\$250/Hour
Executive Director	\$210/Hour
Senior Director	\$200/Hour
Associate Director	\$125 - 150/Hour*
Associate	\$110/Hour
Research Assistant	\$ 85/Hour

* Depends on level of experience

The annual budget for Dolinka Group to provide Community Facilities District ("CFD") administration services shall be an annual flat fee of \$15,000 (plus expenses) for CFD No. 2003-1 and an annual flat fee \$15,000 (plus expenses) for CFD 91-1. For CFD Administration services, Client shall make quarterly payments. Such quarterly payments shall occur in July 1, October 1, January 1, and April 1 of each fiscal year.

Should the consulting services include the issuance of bonds, notes or certificates, Dolinka Group will receive additional compensation from the proceeds of the sale. Such additional compensation shall be agreed to at such time work is commenced by Dolinka Group.

Should the consulting services include Asset Management of School District property, Dolinka Group shall receive additional compensation for assisting in the lease or sale arrangement. Such additional compensation shall be agreed to at such time work is commenced by Dolinka Group.

Monthly progress payments shall be made by Client upon presentation of invoices by Dolinka Group providing details of services rendered and expenses incurred. In addition to fees for services, Client shall reimburse Dolinka Group for out-of-pocket expenses as outlined in Section 3.2 of the Agreement.

S:\Proposals\Working Documents\General
Services\SY1415\ValleyCenterPaumaUSD\ValleyCenterPaumaUSD_GSA_20150508.docx