

Regular Meeting

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

33122 Valle Road
San Juan Capistrano, CA 92675

January 12, 2009

7:00 p.m.

I. PRELIMINARY

Meeting was called to order by _____

Pledge of Allegiance to the Flag

Board consideration and adoption of the agenda.

Motion by _____ Seconded by _____

ROLL CALL:

Present

Absent

Ellen M. Addonizio, President

Mike Winsten, Vice President

Larry Christensen, Clerk

Jack Brick, Member

Anna Bryson, Member

Ken Maddox, Member

Sue Palazzo, Member

Chase Ishii, Student Advisor

CLOSED SESSION

5:30 p.m.

SPECIAL RECOGNITIONS

Laura Thompson, Educator of the Year

Education for the Children Foundation

Tesoro H.S. Football Coach & Team Captains

Dana Hills H.S. Cross Country Coach & Team Captains

Alex Dunne, San Clemente H.S. State Champion, Girls Cross Country

Brad Clancy – Good Samaritan

ORAL COMMUNICATIONS (Non-Agenda Items)

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

RECORDING OF SCHOOL BOARD MEETINGS

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

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

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

III. CONSENT CALENDAR

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

GENERAL FUNCTIONS

PAGE #

1. SCHOOL BOARD MINUTES: Approval, minutes of the December 2, 2008, Special Board Meeting and the minutes of the December 8, 2008, Regular Board Meeting.
(Supporting Information)
Contact: Heather Wheeler, Manager, Board Office Operations 1

CURRICULUM & INSTRUCTION

2. SPECIAL EDUCATION: Approval, Nonpublic School and Agency Contracts.
(Supporting Information)
Contact: Eamonn O'Donovan, Assistant Superintendent, Special Education 7
3. INSTRUCTIONAL MATERIALS: Approval, instructional materials being recommended for adoption: High School Supplemental Textbooks – World Language/German; IB Social Science.
(Supporting Information)
Contact: Sherine Smith, Deputy Superintendent, Education 21
4. READMISSION: Approval, readmission of student from expulsion.
(Supporting Information)
Contact: Sherine Smith, Deputy Superintendent, Education 27

BUSINESS & SUPPORT SERVICES

5. PURCHASE ORDERS/WARRANTS/CONSULTING AGREEMENTS:
Approval, Purchase Orders/Warrants/Consultant Agreements.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 29
6. DONATIONS: Approval, donations of funds/equipment.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 69
7. REQUEST OF ALLOWANCE: Approval, Request of Allowance of Attendance due to Emergency Conditions – Marblehead Elementary School.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 71

8. **RELOCATABLE BUILDINGS:** Approval, final acceptance for movement of relocatable buildings and authorization to file Notice of Completion, Bid No. 0708-07, Pacific Mobile Home Construction, Inc.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 77
9. **INSTRUCTIONAL/OFFICE SUPPLIES:** Approval, authorization to utilize Bid No. 209-4, Placentia-Yorba Linda Unified School District, for the purchase of instructional and office supplies.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services 81

PERSONNEL SERVICES

10. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT:** Approval, classified personnel.
(Supporting Information)
Contact: Suzette Lovely, Deputy Superintendent, Personnel Services 83
11. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT:** Approval, certificated personnel.
(Supporting Information)
Contact: Suzette Lovely, Deputy Superintendent, Personnel Services 89
12. **STUDENT TEACHING AGREEMENT:** Approval, Student Teaching Agreement with Chapman University.
(Supporting Information)
Contact: Suzette Lovely, Deputy Superintendent, Personnel Services 101

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Chase Ishii _____

Trustee Brick _____	Trustee Christensen _____
Trustee Bryson _____	Trustee Maddox _____
Trustee Palazzo _____	Trustee Winsten _____
	Trustee Addonizio _____

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

IV. DISCUSSION/ACTION

13. **FISCAL AUDIT:** Consideration and approval, acknowledgement of receipt of the Fiscal Audit for the year ending June 30, 2008.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

DISCUSSION/
ACTION
Vote _____
Page 111

Motion by _____ Seconded by _____

14. **SCHOOL PROGRAMS/FACILITIES:** Update to the Board on Planning for School Programs and Facilities.
(Supporting Information)
Contacts: Sherine Smith, Deputy Superintendent, Education
Ron Lebs, Deputy Superintendent, Business & Support Services

INFORMATION/
DISCUSSION
Page 117

Motion by _____ Seconded by _____

15. **SETTLEMENT AGREEMENT:** Review of Settlement Agreement between CUSD and Whispering Hills, LLC for final land purchase payment and lot line adjustments for San Juan Hills High School.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

INFORMATION/
DISCUSSION
Page 121

16. **CONSULTING FIRM:** Consideration and approval, appointment of a consulting firm to manage existing and future cell tower facilities throughout the District.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

DISCUSSION/
ACTION
Vote _____
Page 123

Motion by _____ Seconded by _____

17. **SCHOOL CALENDAR:** Consideration and approval, proposed 2010/11 School Calendar.
(Supporting Information)
Contact: Sherine Smith, Deputy Superintendent, Education

DISCUSSION/
ACTION
Vote _____
Page 127

Motion by _____ Seconded by _____

18. **SURPLUS PROPERTY:** Consideration and approval, status update and Sixth Amendment to Purchase and Sale Agreement – Aliso Viejo Site.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

DISCUSSION/
ACTION
Vote _____
Page 131

Motion by _____ Seconded by _____

19. **JUDICIAL FORECLOSURE OF DELINQUENT TAXES – CFD 87-1:**
Consideration and approval, Resolution 0809-41, Capistrano Unified School District Acting as the Legislative Body of Community Facilities District No. 87-1 of the Capistrano Unified School District (Aliso Viejo) Ordering Judicial Foreclosure of Delinquent Special Taxes Pursuant to the Mello-Roos Community Facilities Act of 1982, Ordering that the Tax Collector be Credited with those Special Taxes and Authorizing Related Actions.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

DISCUSSION/
ACTION
Vote _____
Page 135

Motion by _____ Seconded by _____

20. **METROPOLITAN EMPLOYEE BENEFIT ASSOCIATION (MEBA):** Board and staff discussion regarding the MEBA contract and the four appointed district representatives.
(Supporting Information)
Contact: Suzette Lovely, Deputy Superintendent, Personnel Services

INFORMATION/
DISCUSSION
Page 141

21. **BOARD POLICY REVISION:** Consideration and approval, first reading, revisions to Board Policy 4351, *Management Compensation*, and approval to waive second reading.
(Supporting Information)
Contact: Julie Hatchel, Chief Communications Officer
- DISCUSSION/
ACTION
Vote _____
Page 143
- Motion by _____ Seconded by _____
22. **BOARD POLICY REVISION:** Consideration and approval, first reading, revisions to Board Policy 6141.5, *Advanced Placement*.
(Supporting Information)
Contact: Sherine Smith, Deputy Superintendent, Education
- DISCUSSION/
ACTION
Vote _____
Page 149
- Motion by _____ Seconded by _____
23. **BOARD POLICY REVISION:** Consideration and approval, second reading of Board Policy 6146.1, *High School Graduation Requirements*.
(Supporting Information)
Contact: Sherine Smith, Deputy Superintendent, Education
- DISCUSSION/
ACTION
Vote _____
Page 153
- Motion by _____ Seconded by _____
24. **BOARD POLICY REVISION:** Consideration and approval, second reading of Board Policy 6159, *Individualized Education Program*.
(Supporting Information)
Contact: Eamonn O'Donovan, Assistant Superintendent, Special Education
- DISCUSSION/
ACTION
Vote _____
Page 165
- Motion by _____ Seconded by _____
25. **BOARD POLICY REVISION:** Consideration and approval, second reading of Board Policy 6171, *Title I Programs*.
(Supporting Information)
Contact: Sherine Smith, Deputy Superintendent, Education
- DISCUSSION/
ACTION
Vote _____
Page 171
- Motion by _____ Seconded by _____
26. **VOLUNTEER BOARD POLICY:** Update to the Board on Board Policy 1240, *Volunteer Assistance*.
(Supporting Information)
Contact: Julie Hatchel, Chief Communications Officer
- DISCUSSION
ACTION
Vote _____
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V. BOARD/SUPERINTENDENT ANNOUNCEMENTS

VI. ADJOURNMENT

**THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE
HELD ON MONDAY, FEBRUARY 9, 2009, 7:00 P.M. AT THE CAPISTRANO
UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD,
SAN JUAN CAPISTRANO, CALIFORNIA**

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

www.capousd.org

VII. CLOSED SESSION

27. Closed Session (as authorized by law)

- A. PARENT APPEAL
Level 4 Complaint Appeal
- B. CONFERENCE WITH CHIEF LABOR NEGOTIATOR
Existing Litigation
Capistrano Unified Education Association v. CUSD
Unfair Labor Practice – Charge No. LA-CE-5277-E
(Pursuant to Education Code §54956.9)
- C. CONFERENCE WITH CHIEF LABOR NEGOTIATOR
Agency designated representative:
Suzette Lovely, Chief Labor Negotiator
Employee Organizations:
 - 1) Capistrano Unified Education Association (CUEA)
 - 2) Capistrano School Employees Association (CSEA)(Pursuant to Government Code §54957.6)
- D. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION
Number of cases: Two
(Pursuant to Government Code §54956.9(a))

Case No. 1
Superior Court of the State of California
County of Orange – Central Justice Center
Case Number 00180049
Petition for writ of Mandate Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000, et seq.
City of Mission Viejo, a municipal corporation v. Capistrano Unified School District.

Case No. 2
Superior Court of the State of California
County of Orange – Central Justice Center
Case No. 00207543
Petition for writ of Mandate Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000, et seq.
City of Rancho Santa Margarita, a municipal corporation, v. Capistrano Unified School District.
- E. STUDENT EXPULSIONS (Items E-1 through E-10)
Deliberations of Findings of Fact and Recommendations
(Pursuant to Education Code §48918(c) and §35145)
- F. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
School Bus Driver (1)
Superintendent
(Pursuant to Government Code §54957)
- G. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Interim Superintendent
(Pursuant to Government Code §54957)

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – SPECIAL MEETING – BUDGET WORKSHOP
DECEMBER 2, 2008 – 6:00 P.M.
EDUCATION CENTER – BOARD ROOM

President Addonizio called the Board Budget Workshop to order at 6:00 p.m.

The Pledge of Allegiance was led by Trustee Anna Bryson

Present: Trustees Addonizio, Bryson, Christensen, Darnold, Maddox, Palazzo,
and Superintendent Carter.

Absent: Trustee Stiff

**A CD of the Board meeting discussion related to this Budget Workshop is on Permanent Record
file in the Superintendent's Office as a matter of the permanent record.**

Superintendent Carter requested that Agenda Items #2 and #3 be presented prior to the 2008/09 Budget Discussion, Agenda Item #1.

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

President Addonizio recognized Mrs. Carolyn Wertheim who addressed the Board with her three children, Joshua, Andrew, and Nicholas, regarding budget saving measures by installing solar panels and motion sensors. **Public Comment**

Superintendent Carter called upon Suzette Lovely, Deputy Superintendent, Personnel Services, who presented an Overview of Collective Bargaining which included: 1) review of key elements and subjects within the scope of negotiations; and 2) summarized the structure of the current salary schedules. **CUEA/CSEA Negotiations**

Mrs. Lovely introduced Jeff Bristow, Manager, Insurance, who presented a review of the District's health and welfare benefits and the District's membership in the Metropolitan Employees Benefits Association (MEBA). **Metropolitan Employees Benefit Association (MEBA)**

The following people addressed the Board regarding the District's membership in MEBA:

- *John Stevens discussed alternative risk finance programs and would like to present options to the District to reduce the District's insurance programs.*
- *CSEA President Ronda Walen pointed out that classified costs for employee contributions are pro-rated based on how many hours they work.*
- *Dr. Ron Lackey inquired if MEBA was a Joint Powers Agreement.*

Superintendent Carter called upon Deputy Superintendent Ron Lebs to present the Budget Workshop PowerPoint to the Board regarding AB 1200 Fiscal Solvency Reductions and goals that the Board needs to meet by December 15. Mr. Lebs also provided an overview of necessary budget adjustments; potential ongoing budget adjustments; and potential onetime budget adjustments. (See attached documentation for detailed information). **2008/09 Budget Discussion - Identification and Review of Potential Budget Reductions for 2009/10 and 2010/11 Fiscal Years**

Trustee Addonizio requested that the Board be provided with information on the cost savings of reducing one holiday for administrators.

Trustee Bryson asked staff to look into the consulting fees that could be eliminated and provide information on the consulting fees that are federally required and to include this information in a Board Update.

Trustee Palazzo asked if staff has prepared a list of budget-saving suggestions submitted by the community and asked that staff work on this and provide the information to Trustees.



The following people addressed the Board:

- *Warren Nagamo spoke in support of the District principals.*
- *Michael Brown spoke on a number of issues: 1) too many assistant principals; 2) reduction in pay; 3) lease of office space in the Education Center; 4) elimination of late start date; and 5) students serving detention doing duties around the school.*
- *Julie Redmond spoke in support of TLC.*
- *Teacher Chris Jones discussed the need for adequate leadership in the district and spoke in support of the district administrators and Professional Learning Communities.*
- *Teacher Marie Sykes discussed CUSD leadership and the importance of administrators at the district level and at school sites.*
- *Lisa Scharmann, PTSA Council President, spoke on the council's budget workshop and that the council supports the recommendations being made to identify budget cuts and revenue enhancements.*
- *Kelani Conroy asked Trustees to consider: cutting their insurance benefits; asking the recall committee to pay for the costs of the recall election; asking those individuals who have sued the district to return the money; and, individuals who are currently suing the district to drop their cases.*
- *SCHS Activities Director John Hamro discussed pending general cuts and possible athletic budget cuts. Mr. Hamro also spoke in support of district administration.*
- *Vanessa Stone spoke about the TLC program and requested that the student/teacher ratio be equitable in all schools with TLC.*
- *Erin Kutnick discussed the cost of the recall election and the amount of lawsuits that the district is being faced with.*
- *Dr. Ron Lackey discussed the Special Education Alliance and suggested CUSD withdraw. Dr. Lackey also recommended the elimination of the Conflict Resolution Specialist position and the Legal Specialist position from the budget.*
- *Kelly Henry spoke in favor of the new Board.*
- *Terry Hause asked that the Board to not cut classified positions and insurance benefits.*

The meeting was adjourned at 8:02 p.m.

Clerk

Secretary

Overview of Necessary Budget Adjustments	8/9	9/10	10/11	FTE/ADA	Amount	Total	
Ongoing Reductions Needed - (2009/10 - 2010/11)							
Planned Out-year Cuts (2009/10 & 2010/11)		x	x			\$12,500,000	\$12,500,000
Ongoing Amount Needed							
One-time Contingent Amounts Needed - 2008/09							
Sale of Aliso Viejo Property (2008/09)	x					\$3,800,000	\$3,800,000
One-Time Amount Needed							
Potential Ongoing Budget Adjustments	8/9	9/10	10/11	FTE/ADA	Amount	Total	
Reduction in Planned Expenditures							
Maintain 25% Site Supply Reductions (\$335K)						\$0	\$10,030,000
Capture 2009/10 Negotiation Reserve		x	x			\$5,600,000	
2010/11 Step Increase on Above			x			\$90,000	
Capture 2010/11 Negotiation Reserve			x			\$4,320,000	
Implement On-Line Agenda		x	x			\$20,000	
Other to be Determined							
Sub-total							\$10,030,000
Alternate Application or of Revenue							
Capture "C" Building Rent - Apply to General Fund		x	x			\$650,000	\$650,000
Other to be Determined							
Sub-total							\$650,000
Position Adjustment - Open Positions of 11/1/08							
Counselors (Unfilled)	x	x	x	1.40	\$97,000	\$135,800	\$2,055,316
Academic Advisor - SMS (Unfilled)	x	x	x	0.50	\$70,000	\$35,000	
RSP Teachers (Unfilled)	x	x	x	1.50	\$97,000	\$145,500	
RSP Teachers to Teach 5 Periods*		x	x	12.00	\$97,000	\$1,164,000	
Eliminate TLC Positions (5 Sites)**		x	x	5.00	\$97,000	\$485,000	
Move TOSA's to Staff Development Funding	x	x	x	0.93	\$97,000	\$90,016	
Other to be Determined						\$0	
Sub-total							\$2,055,316
Revenue Changes/Enhancements							
Lease School Bus		x	x			\$10,000	
Recovery of ADA - Credit Recovery Program	x	x	x	60	\$5,824	\$349,440	
Enrollment Growth ADA Above Projection 08/09***	x	x	x	340	\$5,824	\$1,980,160	
Projected ADA Growth 2009/10 (200)		x	x	175	\$5,824	\$1,019,200	
Cost of Additional Teachers		x	x	7	\$97,000	(\$679,000)	
Other to be Determined						\$0	
Sub-total							\$2,679,800
Total Ongoing							\$15,415,116
Ongoing Amount Needed From Above							\$12,500,000
Balance (Short)							\$2,915,116
Potential Overtime Budget Adjustments	8/9	9/10	10/11	FTE/ADA	Amount	Total	
Adjustments, Revisions and Reductions							
Capture 2008 Summer School Ending Balance	x					\$160,000	
Prior Year ADA Adjustments & Fire Days (2007/08)	x			20	\$5,783	\$115,660	
Ending Balance Over 2% Reserve 2008/09	x					\$2,500,000	
Early Payoff of Debt	x					\$850,000	
Unfilled Positions 2008/09 - Lapse Factor	x			1.75	\$97,000	\$169,750	
Reduction of Staff Development Opportunities	x					\$250,000	
Total One-time							\$4,045,410
One-time Needed From Above							\$3,800,000
Balance (Short)							\$245,410
Ongoing Balance Above Amount Needed							\$2,915,116
Total Balance (Short)							\$3,160,526

*Established practice, will need to be negotiated.

**May require layoff, one TLC position at each of 5 sites.

***Budget ADA = 125, Current ADA = 465

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
DECEMBER 8, 2008 – 6:00 P.M.
EDUCATION CENTER

Superintendent Carter called the meeting to order at 6:00 p.m.

**Calling the
Meeting to Order**

A CD of the Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's Office as a matter of the permanent record.

**Permanent
Record**

OATH OF OFFICE

The Oath of Office was administered to Trustee Michael Winsten by Rancho Santa Margarita Council Member Tony Beall.

Oath of Office

The Oath of Office was administered to Trustee Jack Brick by CUSD Trustee Larry Christensen.

The Oath of Office was administered to Trustees Ken Maddox and Sue Palazzo by CUSD Board President Ellen M. Addonizio.

The following people addressed the Board:

Public Comments

- *Michelle Russell congratulated the new Trustees and encouraged the Board to follow the reform agenda that has been promised.*
- *Jennifer Beall praised the new Board of Trustees for all their work.*
- *Tom Russell, spokesperson for the Recall Committee, congratulated the new Trustees and encouraged them to keep small classrooms; safe and healthy classrooms; and to provide enough desks for students. He also stressed the importance of finishing the forensic audit and master facilities plan.*
- *Tony Beall thanked the new Trustees and encouraged them to bring change and direction to the school district.*

At 6:15 p.m., the Board recessed to Closed Session to: 1) confer with legal counsel - pending litigation (two cases); confer with legal counsel – significant exposure to litigation (two cases); discuss eleven (11) student expulsion cases; discuss one (1) liability claim against the district; confer with Chief Labor Negotiator; and, discuss one (1) public employee discipline/dismissal/release.

**Recess to Closed
Session**

The Board reconvened to Open Session at 7:10 p.m.

Open Session

The Pledge of Allegiance was led by Superintendent Carter

Present: Trustees Addonizio, Brick, Bryson, Christensen, Maddox, Palazzo, Winsten, Student Advisor Chase Ishii, and Superintendent Carter

Agenda Item 55-A: Conference with Legal Counsel – Pending Litigation

President Addonizio reported that no action was taken on this item.

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

Agenda Item 55-B: Conference with Legal Counsel – Significant Exposure to Litigation

By a 6-0-1 vote with Trustee Winsten abstaining, the Board approved two separate agreements to settle claims 55 (B-1) and 55 (B-2) brought forward by claimant Edge Development. The agreements contain waivers of claims and an exchange of consideration as specified in the agreements.

AYES: Trustees Addonizio, Brick, Bryson, Christensen, Maddox, and Palazzo.

ABSTAIN: Trustee Winsten

REORGANIZATION OF THE BOARD

Superintendent Carter announced that nominations were in order for President of the Board.

Trustee Maddox nominated Trustee Ellen M. Addonizio for President. This nomination was seconded by Trustee Palazzo. There being no further nominations, nominations were closed. By a 7-0 roll call vote, Trustee Addonizio was voted in as President.

President

AYES: Trustees Addonizio, Brick, Bryson, Christensen, Maddox, Palazzo, and Winsten.

NOES: None

President Addonizio declared that nominations were in order for Vice President. Trustee Christensen nominated Trustee Winsten with Trustee Palazzo seconding the nomination. There being no further nominations, nominations were closed and by an oral vote with Trustee Winsten abstaining, Trustee Winsten was elected Vice President of the Board.

Vice President

AYES: Trustees Addonizio, Brick, Bryson, Christensen, Maddox, and Palazzo.

NOES: None

ABSTAIN: Trustee Winsten

President Addonizio declared that nominations were in order for Clerk of the Board. Trustee Palazzo nominated Trustee Christensen with Trustee Addonizio seconding the nomination. By an oral vote of 7-0, Trustee Christensen was elected Clerk of the Board.

Clerk

AYES: Trustees Addonizio, Brick, Bryson, Christensen, Maddox, Palazzo, and Winsten.

NOES: None

Public speaker:

Public Comment

- *Keilani Conroy discussed the Board reorganization and spoke on behalf of Trustee Bryson continuing as the Board Vice President since she has taken considerable leadership training.*

Chief Communications Officer Julie Hatchel recognized the following people to receive special recognition from the District: 1) former Trustee Mike Darnold; 2) Brie Griset spoke on behalf of the United Way; 3) CUSD thirty-year pin recipients; and 4) John Forney, Director I, Construction.

**Special
Recognitions**

Student Advisor Chase Ishii introduced the Student Body Presidents from Tesoro High School and San Clemente High School who provided reports on activities at their schools.

HOLIDAY PERFORMANCE

Capistrano Valley High School Madrigals directed by music teacher Erin Girard presented a holiday musical performance.

**Holiday
Performance**

The Board took a brief recess at 7:40 p.m. The Board reconvened at 7:45 p.m.

Trustee Bryson was selected to serve as the District's representative on the County Committee on School District Organization.

**OC Committee
on School District
Organization**

Trustees Brick and Palazzo were selected to serve on the Regional Occupational Program Board with Trustee Bryson to serve as an alternate.

**Regional
Occupational
Program Board**

Trustees Addonizio and Maddox were selected to serve on the Orange County School Boards Political Action Group Effort (PAGE).

PAGE

Trustees requested that a staff member be assigned to attend the Orange County Traffic Committee meetings. Mike Patton, Executive Director, Maintenance & Operations/Transportation will serve on this committee.

**Orange County
Traffic
Committee**

Trustees Bryson and Christensen were selected to serve on the Instructional Materials Review Committee (IMRC).

IMRC

Trustees were selected to serve on the following ad hoc committees: City of Aliso Viejo: Trustees Addonizio and Maddox; City of Dana Point: Trustees Brick and Bryson; City of Laguna Niguel: Trustees Addonizio and Bryson; City of Mission Viejo: Trustees Addonizio and Maddox; City of Rancho Santa Margarita: Trustees Christensen and Palazzo; City of San Clemente: Trustees Winsten and Bryson; and, City of San Juan Capistrano: Trustees Palazzo and Winsten.

**City Ad Hoc
Committees**

Trustee Maddox was elected to serve on the CSBA Delegate Assembly through March 31, 2011. Trustee Bryson will continue to serve through March 31, 2010.

**CSBA Delegate
Assembly**

Trustee Brick will serve as an ex-officio member of the CUSD Foundation.

**CUSD
Foundation**

Trustee Addonizio will serve on the District Restructuring Council (DRC).

DRC

It was moved by Trustee Bryson, seconded by Trustee Christensen to approve Resolution No. 0809-34, reaffirming the statement regarding the Role of the Board: Powers & Responsibilities. Trustee Winsten suggested that this resolution be updated to include responsibilities of the Board to include students, employees and the law (voters, taxpayers, guardians, etc.) and asked that this item be brought back to the Board at the December 18 Special Meeting. Trustee Bryson withdrew her motion and the Board unanimously agreed to review this resolution and bring it back on December 18 for approval.

Role of the Board: Powers & Responsibilities

The following speakers addressed the Board:

Oral Communications

- *Erin Kutnick offered congratulations to the new Trustees and encouraged ending all the district drama and putting education of students first.*
- *Robert Reidel expressed his pleasure with the new Board and looks forward to change in the district.*
- *CSEA President Ronda Walen congratulated the new Board and encouraged them to do what is best for the district.*

Trustee Addonizio announced that Agenda Item #53, Board Bylaw Revision, was being pulled from the agenda. It was moved by Trustee Bryson, seconded by Trustee Christensen, and motion carried unanimously to adopt the agenda.

Adoption of the Agenda

CONSENT CALENDAR

President Addonizio asked for items Trustees wished to pull from the Consent Calendar. The following agenda items were pulled: Agenda Items 14, 17, 19, 22, 23, 24, 26, 27, 28, 30 and 38.

Consent Items Pulled for Discussion

It was moved by Trustee Bryson and seconded by Trustee Maddox to approve the remainder of the Consent Calendar items as listed below.

Consent Calendar

Minutes of the November 3, 2008, Regular School Board Meeting; minutes of the November 12, 2008, Special Board Meeting – Budget Workshop; and minutes of the November 18, Special Board Meeting – Budget Workshop.

Minutes

Nonpublic school and agency contracts.

Special Education

Petition to waive California Education Code Section 60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case Numbers 0809-026 (Adult Education) and 0809-028 (Dana Hills High School).

Waiver

Donations of funds/equipment.

Donations

Resolution No. 0809-35, Application to Participate in the Class Size Reduction Program and Certification for 2008/09 (Education Code Section 52120 et. seq.).

Class Size Reduction Program

CONSENT ITEMS PULLED FOR DISCUSSION:

President Addonizio recognized Trustee Palazzo who moved to return to having two Board meetings per month beginning in January 2009. The motion was seconded by President Addonizio. Motion failed by a 3-4 vote. Trustee Bryson moved to approve the 2009 School Board Meeting Schedule as presented. The motion was seconded by Trustee Winsten. Motion carried by a 4-3 vote.

School Board Meeting Schedule

ROLL CALL

Ayes: Trustees Brick, Bryson, Christensen, and Winsten

Noes: Trustees Addonizio, Maddox, and Palazzo

President Addonizio recognized Trustee Palazzo who questioned staff regarding a payment to US Bank in the amount of \$1,348,516.88. Staff reported that this payment was for the COP on the Education Center. It was moved Trustee Palazzo, seconded by Trustee Bryson, and carried unanimously to approve the purchase orders, consulting agreements, and warrants as listed.

Purchase Orders

President Addonizio recognized Trustee Palazzo who inquired if this was a routine item. Deputy Superintendent Ron Lebs reported that the original company was absorbed by another company and this item is to gain approval of the appointment of Benefit Trust Company as Trustee. It was moved by Trustee Palazzo, seconded by Trustee Bryson, and carried unanimously to approve Resolution No. 0809-39 reflecting a change of Trustee/Custodian of the district's Elite Choice Governmental 457(b) Deferred Compensation Plan and the Elite Choice 403(b) Tax Sheltered Annuity Plan.

Change of Trustee/Custodian

ROLL CALL

Ayes: Trustees Addonizio, Brick, Bryson, Christensen, Maddox, Palazzo, and Winsten.

Noes: None

President Addonizio recognized Trustee Palazzo who recommending holding off on this item until the December 18, 2008 Special Meeting/Workshop. Following Trustee discussion and in order to keep the routine processing of district business flowing, it was moved by Trustee Palazzo to approve this item. Motion was seconded by Trustee Brick and carried unanimously to approve Resolution No. 0809-36 which provided an updated delegation of authority.

Delegation of Authority

ROLL CALL

Ayes: Trustees Addonizio, Brick, Bryson, Christensen, Maddox, Palazzo, and Winsten.

Noes: None

President Addonizio recognized Trustee Winsten who asked for a copy of the original purchase agreement and asked for further information on the financial partner. Deputy Superintendent Lebs addressed Trustee Winsten's questions. Following discussion a motion was made by Trustee Addonizio, and seconded by

Surplus Property

Trustee Winsten to approve the Fifth Amendment to the Purchase and Sale Agreement with an amendment of the extension of the due diligence period and close of escrow to the end of January 31, 2009, rather than March 1, 2009. Additionally, all references to March 2009 in the Amendment will be changed to January 31, 2009. This item will be brought back to the Board in January with further information in response to Trustee questions. Motion carried by a 6-1 vote.

Ayes: Trustees Addonizio, Brick, Christensen, Maddox, Palazzo, and Winsten.

Noes: Trustee Bryson

President Addonizio called upon the following speakers who wished to address the Board regarding hiring a consulting firm to manage existing and future cell tower facilities throughout the district. **Consulting Firm**

- *Tony Ingegueri of ATS requested that this item be continued for further consideration of ATS.*
- *Mission Viejo Councilmember Cathy Schlicht spoke in support of the Board's decision to not hire ATS. Ms. Schlicht also discussed health issues related to wireless technology.*

Trustees expressed concerns about possible health issues and asked that staff postpone this item and do further research on potential health issues. It was moved by Trustee Maddox, seconded by Trustee Bryson, and carried unanimously to hold this item over until the January 12, 2009, Board meeting.

President Addonizio recognized Trustee Maddox who recommended that staff provide information to Trustees on who responds to the RFQ for Trustee review. It was moved by Trustee Maddox, seconded by Trustee Brick, and carried unanimously to approve advertising for Request for Qualifications/Proposal No. 1-0809 – Third Party Administration Services (TPA) for CUSD's 403(b) Plan with Trustee Maddox's request for Trustee review. **Third Party Administration Services**

President Addonizio recognized Trustee Winsten who inquired what staff has in mind in seeking request for qualifications for potential land-based financing – Appraisal Services. Deputy Superintendent Ron Lebs explained that this is related primarily to San Juan Hills High School's completion to the contract agreement and that it was requested by the Board to seek an outside appraiser rather than the firm used in the past. Trustee Winsten asked that the wording under Background Information in the Board item be adjusted to remove "related to potential land based financing for future consideration by the district." Following discussion, it was moved by Trustee Palazzo, seconded by Trustee Bryson, and carried unanimously to approve advertising for Request for Qualifications No. 2-0809 – Appraisal Service for Capistrano Unified School District. **Appraisal Services**

President Addonizio called upon Trustees for their input on this item. Superintendent Carter explained the Strategic Planning Process and that this item puts in motion the advertising for a facilitator for the process. The Board President called for a motion. Item died for lack of a motion to approve. **Strategic Planning Services**

President Addonizio recognized Trustee Palazzo who expressed her concerns that DSA does not know that this upper campus is now being used for high school students and not elementary students and ADA compliance issues and suggested that this item be put on the Master Facilities Plan for San Clemente High School and to hold off on approving this item. Trustee Christensen expressed concerns that this facility is being used as a science facility and that it was not originally designed for that use. Superintendent Carter explained that this had gone through the subcommittee process and had been previously approved. Following discussion, it was moved by Trustee Bryson, seconded by Trustee Winsten, and motion carried by a 6-1 vote to approve award of Bid No. 0708-26, San Clemente High School Upper Campus Science Classroom Conversion and Staff Restroom ADA Upgrades to Paul C. Miller Construction Co., Inc., at the price of \$569,000.

**San Clemente
High School**

President Addonizio recognized Trustee Palazzo who expressed her concerns with the number of additional assignments on this list during the current budget crisis and asked if teachers are aware that with this budget situation that the additional assignments may need to be cut. Deputy Superintendent Lovely explained that many were site-funded programs or they are hourly programs and assured the Board that staff is working with the principals as they come through. It was moved by Trustee Palazzo, seconded by Trustee Bryson, and carried unanimously to approve the certificated activity listing as presented.

**Resignations/
Retirements/
Employment
(Certificated Personnel)**

DISCUSSION/ACTION

President Addonizio recognized Superintendent Carter who called upon Deputy Superintendent, Business & Support Services, Ron Lebs to present this item. Mr. Lebs explained that this agenda item presents positive certification of the First Interim Financial Report for 2008-09 indicating that the district will be able to meet its financial obligations for the remainder of the fiscal year as well as 2009-10 and 2010-11 fiscal years.

**First Interim
Report**

President Addonizio called upon the following people who wished to address the Board:

- *Sheri Saladow expressed her appreciation for the three Budget Workshops and for provided detailed information.*
- *Christine Fujioka discussed her support and compassion for the TLC program and asked the Board to not cut this program.*
- *Michelle Carney asked the Board to keep cuts away from the classrooms.*

Following a brief discussion, it was moved by Trustee Addonizio, seconded by Trustee Bryson, and unanimously carried to approve the Positive Certification of the First Interim Financial Report for the period July 1, 2008, through October 31, 2008 and authorize its filing with the County Superintendent of Schools; and, approve Resolution No. 0809-38, incorporating revenue and expenditure increases/decreases for the district's various funds for 2008-09.

ROLL CALL: Ayes: Trustees Addonizio, Brick, Bryson, Christensen,
 Maddox, Palazzo, Winsten, and Student Advisor
 Chase Ishii.
 Noes: None

Further, it was moved by Trustee Winsten to preserve the TLC Program from the budget cuts. The motion was seconded by Trustee Bryson and carried unanimously.

Trustee Christensen proposed that an efficiency analysis be performed to examine positions. Trustee Bryson is opposed to an efficiency analysis at this time due to budget constraints.

President Addonizio recognized Superintendent Carter who presented this item which seeks approval for the District to embark upon a strategic planning process which will establish a clear mission, a refined vision, and outline short and long-term objectives and will involve all of the cities within our district. **Strategic Planning**

President Addonizio stated she would prefer to wait until after the Roles and Responsibilities Workshop on December 18 before making a decision regarding this. Trustee Palazzo suggested waiting until January. Trustee Winsten encouraged further discussion on this topic.

Following discussion it was moved by Trustee Bryson, seconded by Trustee Brick, and motion failed by a 3-4 vote.

Ayes: Trustees Brick, Bryson, and Winsten
Noes: Trustees Addonizio, Christensen, Maddox, and Palazzo

President Addonizio recognized Superintendent Carter who called upon Deputy Superintendent Ron Lebs who presented this item to the Board. Following discussion, it was moved by Trustee Maddox, seconded by Trustee Brick, and carried by a 6-0-1 vote with Trustee Winsten abstaining to approve Change Order No. 10, Bid No. 0405-11, with an increase in the amount of \$597,431 for San Juan Hills High School. **San Juan Hills High School**

President Addonizio recognized Superintendent Carter who called upon Deputy Superintendent Ron Lebs who presented this item which seeks Board approval of a Notice of Completion for San Juan Hills High School. Following discussion, it was moved by Trustee Maddox, seconded by Trustee Bryson, and carried by a 6-0-1 vote with Trustee Winsten abstaining to approve acceptance of San Juan Hills High School as a completed project and authorized staff to file a Notice of Completion. **San Juan Hills High School**

President Addonizio recognized Superintendent Carter who called upon Deputy Superintendent Ron Lebs who presented this item which seeks Board approval of Change Order No. 1A for HCH's portion of DSA Application No. 04-107867. Trustee Bryson left the meeting for a brief period. Following discussion, it was moved by Trustee Maddox, seconded by Trustee Addonizio, to approve this item. Motion failed to carry by a 2-4 vote. Trustee Bryson returned to the dais. Mr. Lebs pointed out to the Trustees that by not approving this item could subject the district to possible litigation. It was moved by Trustee Addonizio, and seconded by Trustee Maddox to set aside the previous Board action and reconsider this item. The motion to reconsider was carried by a 6-0-1 vote with Trustee Winsten abstaining. Following further clarification from Mr. Lebs, it was moved by Trustee Bryson, seconded by Trustee Addonizio and motion was carried by a 6-1 **San Juan Hills High School**

vote to approve Change Order No. 1A for HCH's portion of DSA application 04-107867 with an increase to the contract amount of \$51,840.38 for sitework and infrastructure for the two-story installation at San Juan Hills High School.

Ayes: Trustees Addonizio, Brick, Bryson, Christensen, Maddox, and Palazzo.

Noes: Trustee Winsten

President Addonizio recognized Superintendent Carter who called upon Deputy Superintendent Ron Lebs who presented this item which seeks Board approval of Change Order No. 1B for Modular Structures International's portion of DSA Application No. 04-107867. It was moved by Trustee Maddox, seconded by Trustee Bryson, and carried unanimously to approve Change Order No. 1B, with a savings to the contract in the amount of \$74,142 for modular buildings for the two-story installation at San Juan Hills High School.

**San Juan Hills
High School**

Student Advisor Chase Ishii left the meeting at 9:55 p.m.

President Addonizio recognized Superintendent Carter who called upon Deputy Superintendent Ron Lebs who presented this item which seeks Board approval of Change Order No. 2 for San Juan Hills High School Bid No. 0708-16, Stadium - Phase II. Trustee Christensen inquired on the status of the piece of land that the district does not yet own at this school site. Following discussion, it was moved by Trustee Bryson, seconded by Trustee Maddox, and carried by a 6-1 vote with Trustee Christensen voting nay to approve Change Order No. 2 with an increase to the contract in the amount of \$6,742.23 for San Juan Hills High School, Stadium – Phase II.

**San Juan Hills
High School**

President Addonizio recognized Superintendent Carter who called upon Mr. Bob Hensley of WLC Architects who provided an update to the Board describing the final designs of the Dana Hills High School and Capistrano Valley High School theaters, along with revised project schedules and fee amounts. Mr. Hensley explained that this item additionally seeks Board approval of additional consultant services to complete the theater designs through the bidding phase of the projects. The total fee amounts for the additional consultant services are \$27,197 for CVHS and \$456,647 for DHHS.

**Performing Arts
Theaters**

The following people addressed the Board:

- *Barbara Casserly spoke in support for the CVHS theater project.*
- *Alan Wickstrom spoke in support of the DHHS theater project.*

Trustee Christensen expressed concerns regarding the increased costs (a 65% increase in soft costs) which were not originally presented to Trustees in December.

Following discussion, it was moved by Trustee Winsten, seconded by Trustee Bryson, and carried unanimously to approve additional consultant services to complete the theater designs in the amounts of \$497,197 for Capistrano Valley High School and \$456,647 for Dana Hills High School.

President Addonizio stated that this item was placed on the agenda at the request of a constituent for the Board to look into the feasibility of a refinance or loan modification on the district office Certificates of Participation. President Addonizio indicated that the Board and staff will look into this suggestion. No action was taken on this item.

Certificates of Participation

President Addonizio recognized Superintendent Carter who called upon Assistant Superintendent Carolyn Williams to present for first reading the proposed revisions to Board Policy 1230, *School-Connected Organizations*. This policy will return to the Board for a second reading and Board approval.

Board Policy Revision

President Addonizio recognized Superintendent Carter who called upon Assistant Superintendent Carolyn Williams to present for first reading the proposed revisions to Board Policy 1321, *Solicitation of Funds From and By Students*. This policy will return to the Board for a second reading and Board approval.

Board Policy Revision

President Addonizio recognized Superintendent Carter who called upon Deputy Superintendent Suzette Lovely to present for second reading and approval revisions to Board Policy 4112.5/4212.5/4312.5, *Criminal Background Checks*. Following discussion, it was moved by Trustee Bryson, seconded by Trustee Palazzo, and carried unanimously to approve revisions to Board Policy 4112.5/4212.5/4312.5, *Criminal Background Checks*.

Board Policy Revision

President Addonizio recognized Superintendent Carter who called upon Deputy Superintendent Suzette Lovely to present for second reading and approval revisions to Board Policy 4158/4258/4358, *Employee Safety*. Following discussion, it was moved by Trustee Maddox, seconded by Trustee Bryson, and carried unanimously to approve revisions to Board Policy 4158/4258/4358, *Employee Safety*.

Board Policy Revision

President Addonizio recognized Superintendent Carter who called upon Assistant Superintendent Carolyn Williams to present for first reading revisions to Board Policy 6146.1, *High School Graduation Requirements*. This item will return to the Board for a second reading and approval.

Board Policy Revision

President Addonizio called upon resident Dr. Ron Lackey who addressed the Board regarding California School Boards Association/Education Legal Alliance due paid by Orange County school districts.

Citizen Request to Address the Board

Superintendent Carter thanked the many staff members who helped and assisted with the water main break at Marblehead Elementary over the weekend.

Announcements

The Board recessed to closed session at 10:51 p.m. to continue discussions of the remaining closed session items.

The Board reconvened to open session at 11:35 p.m. to report out the following action taken in closed session:

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

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 6-0 vote the Board voted to expel the following students by Stipulated Agreement: Case #2009-030; Case #2009-028; Case #2009-036; Case #2009-031; Case #2009-033; Case #2009-025; and Case #2009-027.

Ayes: Trustees Addonizio, Brick, Bryson, Christensen, Maddox, and Winsten

Noes: None

Absent: Trustee Palazzo

Abstain: None

It was moved by Trustee Bryson, seconded by Trustee Winsten and motion carried unanimously to expel the following students with staff recommendations: Case #2009-015; Case #2009-023; Case #2009-024; and Case #2009-020.

It was moved by Trustee Christensen, seconded by Trustee Palazzo, and motion carried by a 6-1 vote to expel the following student with staff recommendations: Case #2009-030.

Ayes: Trustees Addonizio, Brick, Christensen, Maddox, Palazzo, and Winsten

Noes: Trustee Bryson

It was moved by Trustee Bryson, seconded by Trustee Brick, and motion carried unanimously to accept the staff recommendation and to reject the settlement demand for Liability Claim #E2007078-K-0821-00(HK).

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried unanimously to approve the issuance of a Notice of Compulsory Leave to one public employee.


President Addonizio adjourned the meeting at 11:39 p.m.

Clerk

Secretary

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009


TO: A. Woodrow Carter, Superintendent
FROM: Eamonn O'Donovan, Assistant Superintendent, Special Education
SUBJECT: **APPROVAL: SPECIAL EDUCATION: NONPUBLIC SCHOOL
AND AGENCY CONTRACTS**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

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

FINANCIAL IMPLICATIONS

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

STAFF RECOMMENDATION

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

SPECIAL EDUCATION

January 12, 2009

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Master Contracts:

1. RELATED SERVICES:

Provider:	CSA	Justification:
Student:	1 Student	Mandated by
Services:	Educational Counseling, Clinic and Supervision	IEP Services and Support
Period Covered:	10/10/08 – 12/19/08	
Total Cost:	\$7,100.00	

2. RELATED SERVICES:

Provider:	CSA	Justification:
Student:	1 Student	Mandated by
Services:	Educational Counseling, Clinic and Supervision	IEP Services and Support
Period Covered:	01/05/09 – 06/30/09	
Total Cost:	\$16,600.00	

3. TUITION:

Provider:	Therapeutic Education Center-Canal Street	Justification:
Student:	1 Student	Mandated by
Services:	Tuition	IEP Services and Support
Services:	Transportation	
Period Covered:	12/08/08 – 06/30/09	
Days/Rate:	122 @ \$163.00	
Days/Rate:	122 @ \$52.00	
Total Cost:	\$26,230.00	

4. TUITION:

Provider:	Oralingua School	Justification:
Student:	1 Student	Mandated by
Services:	Tuition	IEP Services and Support
Services:	Speech Therapy	
Period Covered:	01/05/09 – 06/30/09	
Days/Rate:	105 @ \$126.30	
Hours/Rate:	66 @ \$110.00	
Total Cost:	\$20,521.50	

5. RELATED SERVICES:

Provider:	The Reading & Lang. Center	Justification:
Student:	1 Student	Mandated by
Services:	Speech Therapy	IEP Services and Support
Period Covered:	09/02/08 – 06/18/09	
Sessions/Rate:	7 @ \$85.00	
Total Cost:	\$595.00	

SPECIAL EDUCATION

January 12, 2009

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6. RELATED SERVICES:

Provider:	Russo, Fleck & Associates	Justification:
Student:	1 Student	Mandated by
Services:	Speech Therapy	IEP Services and Support
Period Covered:	07/01/08 – 06/30/09	
Sessions/Rate:	42 @ \$85.00	
Total Cost:	\$3,570.00	

7. RELATED SERVICES:

Provider:	Wertheimer-Gale & Associates	Justification:
Student:	1 Student	Mandated by
Services:	Occupational Therapy	IEP Services and Support
Period Covered:	11/07/07 – 11/04/08	
Sessions/Rate:	1 @ \$78.00	
Total Cost:	\$78.00	

8. PARENT REIMBURSEMENT: Law Offices of Kathleen M. Loyer Inc.

Provider:	Parents	Justification
Student:	1 Student	Mandated by
Service:	Attorney's Fees/Costs	Settlement Agreement
Date of Agreement:	11/20/08	
Total Cost:	\$3,000.00	


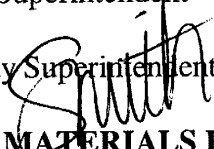
9. PARENT REIMBURSEMENT:

Provider:	Parents	Justification
Student:	1 Student	Mandated by
Service:	Educational Expenses	Settlement Agreement
Date of Agreement:	11/04/08	
Total Cost:	\$3,120.00	

**TOTAL SPECIAL EDUCATION: NONPUBLIC SCHOOL AND AGENCY
CONTRACTS FOR THE JANUARY 12, 2009 BOARD \$80,814.50.**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: A. Woodrow Carter, Superintendent 
FROM: Sherine Smith, Deputy Superintendent, Education 
SUBJECT: **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION:
HIGH SCHOOL SUPPLEMENTAL TEXTBOOKS: WORLD
LANGUAGE/GERMAN; IB SOCIAL SCIENCE**

BACKGROUND INFORMATION

The California Department of Education maintains a matrix schedule of annual adoptions for instructional materials. Specifically, on a rotating basis, the California Curriculum Commission reviews/recommends textbook adoptions for academic disciplines, health and physical education, vocational/technical education, and visual/performing arts. The rotation typically runs seven years between adoptions, allowing enough time for materials to reach a stage where the information they contain is outdated and the cost of purchasing the materials can be amortized.

In addition, titles are sometimes recommended for adopting out of sequence. These exceptions are usually for Advanced Placement or International Baccalaureate instructional materials, materials that are out-of-print, or new courses.

The World Language and History/Social Science State Curriculum Frameworks strongly recommend integrated instruction. Works of literature in the target language which promote and encourage deeper understanding of the language and culture create more powerful learning experiences for students. The International Baccalaureate program frequently requires the addition of supplemental texts to ensure that all aspects of this rigorous curriculum are taught.

CURRENT CONSIDERATIONS

This agenda item proposes Board adoption of supplementary instructional textbooks for German I, German II, German III, German IV, German V, and AP German (Exhibit A) and Social Science (Exhibit B).

Copies of the proposed materials are on display in the Board Room this evening and have been available for review at the Instructional Media Center. The supplemental textbooks for German have been reviewed and compared to the Foreign Language Framework for California Public Schools, K-12. The supplemental textbook for Social Science has been reviewed and compared

to the Social Science Framework for California Public Schools K-12. The recommendations are aligned with these standards and meet the criteria set forth in Education Code.

Grades Nine-Twelve, German I:

Blaine Ray, Arme Anna, Command Performance Language Institute (CPLI), 2007.

Blaine Ray, Petra reist nach Kalifornien, CPLI, 2003.

Lisa Ray Turner & Blaine Ray; Fast stirbt er, CPLI, 2008.

Robert E. Williams, Thematic Short Stories, Teacher's Discovery Inc., 2005.

Grades Nine-Twelve, German II:

Blaine Ray & Lisa Ray Turner, Die Reise Seines Lebens, CPLI, 2008.

Lisa Ray Turner & Blaine Ray; Mein Eigenes Auto, CPLI, 2005.

Lisa Ray Turner & Blaine Ray; Fast stirbt er, CPLI, 2008.

Grades Nine-Twelve, German III:

Lisa Ray Turner & Blaine Ray; Mein Eigenes Auto, CPLI, 2005.

These books are being recommended as supplemental textbooks for the following reasons, in addition to their alignment with the Foreign Language Arts Framework for California Public Schools, K-12:

- These textbooks will be used in conjunction with new foreign language methodology, Teaching Proficiency through Reading and Story-telling (TPRS).
- These textbooks used with TPRS have been proven to improve and accelerate language acquisition.
- These textbooks were developed to be used in coordination with the "Deutsch Aktuell" series (in use at CVHS and THS).
- The book, Thematic Short Stories, will be used to introduce basic German vocabulary and practice comprehension.

Grades Nine-Twelve, German IV, German V, and AP German:

Christine Nostlinger; Die Ilse ist weg, Langenscheidt, 1991.

Die Ilse ist weg is recommended as a supplemental book for the following reasons, in addition to its alignment with the Foreign Language Arts Framework for California Public Schools, K-12:

- This book provides German literature for AP students in an advanced yet relevant format.
- This book improves fluency, pronunciation, and vocabulary usage.

Grades Eleven-Twelve, IB History of Americas:

Goff, Moss, Terry, et. al; The Twentieth Century & Beyond, McGraw Hill, 2008.

The Twentieth Century & Beyond is recommended as a supplemental book for the following reason, in addition to its alignment with the Social Science Framework for California Public Schools K-12:

- One of the focus topics for the IB History of Americas course is the 20th Century. This book focuses on several key regions and periods of history necessary for success on the IB exam.

The proposed materials have been reviewed by the Instructional Materials Review Committee and, by a vote of 8-0 (German materials) and 7-1 (Social Science material), the committee recommended adoption of all materials.

FINANCIAL IMPLICATIONS

Funds provided by the California Department of Education under AB 1781, The Instructional Materials Fund Realignment Act 2002 (Hertzberg), have been set aside to cover the costs of the recommended materials.

STAFF RECOMMENDATION

It is respectfully recommended the Board approve the recommendations of the Instructional Materials Review Committee as referenced in Exhibits A and B, as supplementary instructional textbooks for German I, German II, German III, German IV, German V, AP German, and IB History of Americas, effective September 8, 2009.

INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION

January 12, 2009

CURRICULUM	GRADE	COURSE	TITLE	AUTHOR	PUBLISHER	CPYR
FOREIGN LANG						
09-12		GERMAN I	ARME ANNA	RAY	CPLI	07
09-12		GERMAN I	PETRA REIST NACH KALIFORNIEN	RAY	CPLI	03
09-12		GERMAN I	THEMATIC SHORT STORIES	WILLIAMS	TCHR DISCOVERY	05
09-12		GERMAN I, II	FAST STIRBT ER	TURNER, RAY	CPLI	08
09-12		GERMAN II	DIE REISE SEINES LEBENS	RAY	CPLI	08
09-12		GERMAN II, III	MEIN EIGENES AUTO	TURNER, RAY	CPLI	05
11-12		GERMAN IV, V, AP	DIE ILSE IST WEG	NOSTLINGER	LANGENSCHIEDT	91

INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION

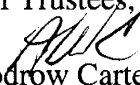
January 12, 2009

<u>CURRICULUM GRADE COURSE</u>	<u>TITLE</u>	<u>AUTHOR</u>	<u>PUBLISHER</u>	<u>CPYR</u>
SOC SCIENCE				
11-12	IB HISTORY OF AMERICAS	GOFF, ET. AL	MCGRAW-HILL	08
	TWENTIETH CENTURY & BEYOND			

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: Ellen M. Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM:  A. Woodrow Carter, Superintendent


SUBJECT: **EXPULSION READMISSION**

Due to the confidential nature of this item, the supporting information for this item is provided to Trustees under separate cover.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: A. Woodrow Carter, Superintendent

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

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

BACKGROUND INFORMATION

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

CURRENT CONSIDERATION

This agenda items presents for Board approval the attached lists of consulting agreements, Exhibit A, purchase orders, Exhibit B, and commercial warrants, Exhibit C. Exhibit D is a list of previously Board approved bids and contracts to assist in the review of the purchase order and warrant listings. The purchase orders total \$1,287,772.77 with funding coming from the following district funds. The warrants total \$6,258,281.36.

Total Purchase Order Board Listing by Fund		
January 12, 2009		
		<u>Total Amount</u>
Fund 01	General Fund	\$1,130,870.03
Fund 11	Adult Ed Fund	\$19,863.79
Fund 12	Child Development Fund	\$12,801.66
Fund 14	Deferred Maintenance Fund	\$14,613.00
Fund 39	School Facilities Fund	\$1,431.28
Fund 68	Worker's Comp Fund	\$893.92
Fund 69	Health & Welfare Fund	\$3,612.00
Fund 70	Property & Liability Fund	\$35,000.00
		\$1,219,085.68
CFD's	Mello-Roos	\$68,687.09
		<u>\$1,287,772.77</u>

Approval of Purchase Orders/Commercial Warrants

January 12, 2009

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FINANCIAL IMPLICATIONS

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

STAFF RECOMMENDATION

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano California

January 12, 2009

CONSULTANT AGREEMENT LISTING 2008/09

No.	Name	Amount	Dates	Service To Be Provided
1.	Stacia Deutsch	\$ 500	3/6/09	Assembly, "Blast to the Past" at Vista del Mar Elementary
2.	The Imagination Machine	\$ 960	2/5/09	Assembly, Actors Perform Skits Written by Students at Las Flores Elementary
3.	The Imagination Machine	\$ 895	5/22/09	Assembly, Actors Perform Skits Written by Students at Wood Canyon Elementary
4.	California Weekly Explorer, Inc.	\$ 1000	2/9/09 & 2/11/09	Assembly, "Walk Through California" at Marblehead Elementary
5.	Aquarium of the Pacific	\$ 725	3/10/09	Assembly, "Pacific Journeys" at Castille Elementary
6.	Discovery Science Center	\$ 275	5/12/09	Assembly, "Science to Go" at Bathgate Elementary
7.	Spectrum Pediatric Therapy	\$ 64,000	1/1/09 – 6/30/09	Speech Language Pathology Services to CUSD Students
8.	Imagination Machine	\$ 1,560	2/18/09	Assembly, Actors Perform Skits Written by Students at Ladera Ranch Elementary
9.	Professional Placement Resources Healthcare Staffing	\$ 60,000	1/1/09 – 6/30/09	Speech Language Pathology Services to CUSD Students

No.	Name	Amount	Dates	Service To Be Provided
10.	Harry C Weinberg	\$ 2,000	12/14/08	Facilitating Board/Superintendent Relations Workshop
11.	Eza Studios, Inc.	\$ 3,000	1/19/09 – 1/23/09	Paint Nutritional Mural on Brick Wall by Playground at RH Dana Elementary
12.	Orange County Performing Arts Center	\$ 475	12/10/08	Assembly, “Puppets & Players Little Theatre” Thumbelina at Hidden Hills Elementary
13.	Orange County Performing Arts Center	\$ 400	5/13/09	Assembly, “Pierre Cruzatte” at Moulton Elementary
14.*	Atkinson, Andelson, Loya, Ruud & Romo	\$ 60,000	10/1/08 – 6/30/09	Legal Services, Agenda Development, Brown Act Compliance

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

Contract documents are on file in the Purchasing Department.

Board of Trustees Purchase Order Listing
----- Fiscal Year: 2008-09 -----
Board of Trustees Meeting.....JANUARY 12, 2009

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

PO No.	Fund	Vendor	Description	Amount
283751	1	LIFETIME MEMORY PRODUCTS INC	InstMtls/Instrctn/Tijeras	59.80
283752	1	STAPLES BUSINESS ADVANTAGE	InstMtls/Instrctn/CanViste	236.13
283753	39	WORLD BOOK EDUCATIONAL	BksNewSc/Fac Acq /SJHHS	863.19
283754	1	FOLLETT LIBRARY RESOURCES	InstMtls/Instrctn/DJAMS	903.26
283755	1	DELL COMPUTER	NonCapEq/Instrctn/Reilly	1,352.27
283756	1	DELL COMPUTER	NonCapEq/Libr&Med/CVHS	898.59
			NonCapEq/Instrctn/Dstrctwd	898.60
283757	1	DELL COMPUTER	NonCapEq/Instrctn/Reilly	13,478.95
283758	1	DELL COMPUTER	NonCapEq/Instrctn/Reilly	1,705.00
283759	1	DONNA O'NEIL LAND CONSERVANCY	Serv&Op /Instrctn/Tijeras	200.00
283760	1	JACK WHITE	Serv&Op /Sch Adm /Dstrctwd	2,000.00
283761	1	DISCOVERY SCIENCE CENTER	Serv&Op /Sch Adm /San Juan	665.00
283762	1	SUPER DUPER INC.	SplsNonI/Spch Aud/Dstrctwd	413.76
283763	1	DISCOVERY SCIENCE CENTER	FieldTrp/Instrctn/CanViste	275.00
283764	1	SUPER DUPER INC.	SplsNonI/Spch Aud/Dstrctwd	808.13
283765	1	PEARSON	SplsNonI/Spch Aud/Dstrctwd	1,878.24
283766	1	ANAHEIM BAND INSTRUMENTS	InstMtls/Instrctn/LFMS	1,000.00
283767	1	OCEAN INSTITUTE	FieldTrp/Instrctn/VdelMarE	794.00
283768	1	OCEAN INSTITUTE	FieldTrp/Instrctn/VdelMarE	1,191.00
283769	1	NASCO WEST	InstMtls/Instrctn/AVMS	659.54
283770	1	NASCO WEST	InstMtls/Instrctn/AVMS	777.02
283771	1	ENABLEMART	InstMtls/SEOthIns/Dstrctwd	146.82
283772	1	ABILITATIONS	InstMtls/SEOthIns/Dstrctwd	94.88
283773	1	DIDAX INC	InstMtls/Aid:Inst/Dstrctwd	63.82
283774	1	NASCO WEST	InstMtls/Instrctn/AVMS	709.64
283775	11	PEARSON AGS GLOBE	InstMtls/Instrctn/Dstrctwd	3,918.87
283776	11	OXFORD UNIV PRESS	InstMtls/Instrctn/Dstrctwd	686.25
283777	1	BORDERS BOOKS & GIFTS	SplsNonI/Sch Adm /LRMS	31.55
283778	1	MCGRAW-HILL/SRA	InstMtls/SupvAdmn/Dstrctwd	5,729.50
283779	1	GREAT BOOKS FOUNDATION	InstMtls/Instrctn/Benedict	254.14
283780	12	CHILDCRAFT EDUC CORP	InstMtls/Instrctn/Don Juan	830.33
283781	1	ACTIVITIES FOR LEARNING	SplsNonI/Enterprs/Dstrctwd	635.73
283782	1	SCHOLASTIC BOOK CLUBS	InstMtls/Instrctn/MFMS	532.76
283783	1	COLLINS BUSINESS EQUIPMENT	InstMtls/SEOthIns/Dstrctwd	600.00
283784	1	LJ CREATE	InstMtls/Instrctn/LFMS	76.80
283785	1	LINGUI SYSTEMS INC	InstMtls/SupvAdmn/Dstrctwd	6,604.39
283786	1	ENABLING DEVICES	InstMtls/SEOthIns/Dstrctwd	53.05
283787	1	KIEFER SWIM SHOP	InstMtls/SDCInstr/Dana ENF	203.82
283788	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Dana ENF	391.57
283789	1	VIDEOMAKER	InstMtls/Instrctn/LRMS	160.80
283790	1	AARDVARK CLAY	InstMtls/Instrctn/MFMS	62.06
283791	1	THERAPRO	SplsNonI/HlthServ/Dstrctwd	42.52
283792	1	VIVIAN STAPLETON	CnsltIns/PrntPart/Dstrctwd	490.00
	12		CnsltIns/Instrctn/Dstrctwd	490.00
283793	11	JAMESTOWN PUBLISHERS	InstMtls/Instrctn/Dstrctwd	1,415.50

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2008-09 =====
Board of Trustees Meeting.....JANUARY 12, 2009

PO No.	Fund	Vendor	Description	Amount
283794	1	HANDWRITING W/O TEARS	SpplsNonI/SupvAdmn/Kinoshta	17.26
283795	1	ABILITATIONS	InstMtls/SEOTHins/Dstrctwd	442.19
283796	1	PHONAK INC	SpplsNonI/HlthServ/Dstrctwd	165.31
283797	12	HANDWRITING W/O TEARS	InstMtls/Instrctn/OsoGrand	192.94
283798	1	SUPER DUPER INC.	InstMtls/SDCInstr/Dstrctwd	264.58
283799	12	CA DEPT OF EDUCATION	InstMtls/Instrctn/Dstrctwd	684.78
283800	1	COLLEGE BOARD, THE	InstMtls/Instrctn/SJHHS	106.98
283801	1	THERAPRO	SpplsNonI/HlthServ/Dstrctwd	48.41
283802	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/DJAMS	500.00
283803	1	CONSTRUCTIVE PLAYTHINGS	InstMtls/SDCInstr/Dstrctwd	122.66
283804	1	GREAT BOOKS FOUNDATION	InstMtls/Instrctn/Reilly	1,643.87
283805	1	CASBO	CnfrNonI/Bus Serv/Dstrctwd	305.00
283806	1	GREAT BOOKS FOUNDATION	InstMtls/Instrctn/Hankey	827.90
283807	11	STECK-VAUGHN CO	InstMtls/Instrctn/Dstrctwd	1,348.83
283808	39	TEACHERS DISCOVERY/S.S. DIV.	BksNewSc/Fac Acq /SJHHS	141.09
283809	39	A & E HOME VIDEO	BksNewSc/Fac Acq /SJHHS	165.46
283810	1	SPEECH PATHOLOGY GROUP INC	NPA /NPA /Dstrctwd	24,999.00
			Sub NPA /NPA /Dstrctwd	23,961.00
283811	39	TEACHERS DISCOVERY	BksNewSc/Fac Acq /SJHHS	208.29
283812	1	MAD SCIENCE	Serv&Op /Instrctn/Wagon Wh	720.00
283813	39	CARLEX COMPANY, THE	BksNewSc/Fac Acq /SJHHS	53.25
283814	11	KIDS IN BETWEEN	InstMtls/Instrctn/Dstrctwd	118.21
283815	1	MAYER-JOHNSON CO	InstMtls/Instrctn/Palisade	2,006.49
283816	1	HOUGHTON MIFFLIN CO	K-8 Stat/Instrctn/Dstrctwd	922.38
283817	1	MCGRAW-HILL/SRA	K-8 Stat/Instrctn/Dstrctwd	784.28
283818	1	NCS PEARSON INC	SpplsNonI/SupvAdmn/Dstrctwd	4,964.23
283819	1	LINGUI SYSTEMS INC	SpplsNonI/Spch Aud/Dstrctwd	226.01
283820	1	READ NATURALLY	Serv&Op /RSPInstr/Lobo	235.50
283821	1	PEARSON	SpplsNonI/Spch Aud/Dstrctwd	1,238.92
283822	1	SUPER DUPER INC.	SpplsNonI/Spch Aud/Dstrctwd	1,546.21
283823	11	EDUCATIONAL TESTING SERVICE	Serv&Op /Instrctn/Dstrctwd	1,974.75
283824	11	ADMINISTRATIVE SOFTWARE	SpplsNonI/Sch Adm /Dstrctwd	1,287.18
283825		VOID	VOID	0.00
283826	1	DELL COMPUTER	InstMtls/Instrctn/SCHS	44.48
283827	1	DELL COMPUTER	Serv&Op /Instrctn/LadraElm	44.48
283828	1	PEARSON AGS GLOBE	InstMtls/Instrctn/Dstrctwd	43,259.79
283829	1	MILLIGAN NEWS CO INC	InstMtls/Instrctn/SMS	207.80
283830	11	FOLLETT EDUCATIONAL SERVICES	InstMtls/Instrctn/Dstrctwd	1,594.59
283831	1	GEOMETRO	InstMtls/Aid:Inst/Dstrctwd	331.70
283832	1	NEWS 2 YOU	InstMtls/RSPInstr/Tesoro	280.00
283833	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Las Palm	12.43
283834	1	NATIONAL GEOGRAPHIC SCHOOL PUB	InstMtls/Instrctn/Lgna Nig	145.04
283835	1	SCHOLASTIC	InstMtls/Instrctn/Don Juan	153.72
283836	1	HARCOURT ASSESSMENT	Serv&Op /PuplTest/Dstrctwd	59.75
283837	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/Dstrctwd	1,663.84
283838	1	AT&T-CALNET2	Cmmnctns/DW Unrst/Dstrctwd	200,000.00
283839	1	NATIONAL GEOGRAPHIC SOCIETY	InstMtls/Instrctn/Del Obis	149.31
283840	1	EDUCATORS PUBLISHING SERVICE	InstMtls/Instrctn/RH Dana	603.38
283841	1	ANSMAR PUBL INC	InstMtls/Instrctn/LF Elem	1,363.55
283842	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/RH Dana	1,877.80

Board of Trustees Purchase Order Listing
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PO No.	Fund	Vendor	Description	Amount
283843	1	HOUGHTON MIFFLIN CO	InstMtls/Instrctn/RH Dana	215.92
283844	1	PEARSON LEARNING	InstMtls/Instrctn/RH Dana	435.30
283845	1	NASCO WEST	InstMtls/Instrctn/Kinoshta	61.20
283846	12	BORDERS BOOKS & GIFTS	InstMtls/Instrctn/Dstrctwd	710.00
283847		VOID	VOID	0.00
283848	1	STAPLES BUSINESS ADVANTAGE	SplsNonI/Sch Adm /MFMS	57.10
283849	1	GOV CONNECTION INC	InstMtls/Instrctn/Dstrctwd	349.65
283850	1	CORPORATE EXPRESS	InstMtls/Instrctn/MFMS	8,000.00
283851	1	IMAGE 2000	InstMtls/Instrctn/Wagon Wh	1,000.00
283852	1	DELL COMPUTER	InstMtls/Instrctn/CanViste	808.07
283853	1	CDWG Inc	InstMtls/Instrctn/Serra	425.61
283854	1	PRECISION DATA PRODUCTS	InstMtls/Instrctn/MFMS	693.83
283855	1	DELL COMPUTER	NonCapEq/Instrctn/ANHS	62,704.20
283856	1	DELL COMPUTER	NonCapEq/Instrctn/ANHS	1,215.03
283857	1	MARKERBOARD PEOPLE, THE	InstMtls/Instrctn/ANHS	356.08
283858	1	DELL COMPUTER	NonCapEq/Libr&Med/ANHS	1,765.67
			NonCapEq/Instrctn/Dstrctwd	240.77
283859	1	DELL COMPUTER	NonCapEq/Libr&Med/SCHS	1,821.87
			NonCapEq/Instrctn/Dstrctwd	818.53
283860	1	ACSI	Serv&Op /Instrctn/Stnybrke	110.00
283861	1	CAPSO	Serv&Op /Instrctn/Mission	100.00
283862	1	NELSON, AMY	Serv&Op /Instrctn/Fatima	250.00
283863	1	SADDLEBACK VALLEY USD	Serv&Op /Enterprs/Arroyo V	1,300.00
283864	1	NEFF COMPANY	InstMtls/CurAthlt/ANHS	2,807.84
283865	1	RIVERSIDE PUBLISHING CO	CnfrNonI/Libr&Med/Dstrctwd	225.00
283866	1	SIMPLER LIFE EMERGENCY	InstMtls/Enterprs/SMS	717.35
283867	1	SOCCER FANATIC	InstMtls/CurAthlt/CVHS	815.06
283868	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Dstrctwd	200.00
			CnfrNonI/SupvAdmn/Dstrctwd	200.00
283869	1	DESTINATION IMAGINATION	Serv&Op /Instrctn/VDMMS	390.00
283870	1	DESTINATION IMAGINATION	InstMtls/Instrctn/VDMMS	220.00
283871	1	BOWERS MUSEUM	Serv&Op /Instrctn/AVMS	560.00
283872	1	ORANGE COUNTY HUMAN	Serv&Op /Instrctn/ANHS	300.00
283873	12	ON THE CAPITOL DOORSTEP	CnfrNonI/Instrctn/Dstrctwd	120.00
283874	1	CENTENNIAL HERITAGE MUSEUM	FieldTrp/Instrctn/CanViste	1,120.00
283875	1	CENTENNIAL HERITAGE MUSEUM	FieldTrp/Instrctn/Concordi	880.00
283876	1	MATHCOUNTS FOUNDATION	Conf:Ins/Instrctn/NHMS	80.00
283877	1	CHICKS SPORTING GOODS INC	InstMtls/CurAthlt/Tesoro	8,741.22
283878	1	BLACK, MARY	InstMtls/Instrctn/San Juan	9,000.00
283879	70	A.OLEVSKY & K.HODGES	P/Yr Clm/Undesig /Dstrctwd	35,000.00
283880		VOID	VOID	0.00
283881	1	ePOLY STAR	St Rcpts/Undesig /Dstrctwd	4,864.91
283882	11	PEARSON LEARNING	InstMtls/Instrctn/Dstrctwd	437.36
283883	11	CTR FOR IMPROVEMENT OF CHILD	InstMtls/Instrctn/Dstrctwd	219.93
283884	1	MENDON TRANSCRIBING	InstMtls/Aid:Inst/Dstrctwd	1,506.61
283885	1	INTEGRATED BUSINESS SOLUTIONS	Rnt&Repr/Instrctn/VarSites	1,500.00
283886	1	KAKUDA, BARBARA	NPA /NPA /Dstrctwd	5,600.00
283887	1	JEWELL, LAW OFFICE OF MICHAEL	Serv&Op /SEOthIns/Dstrctwd	500.00
283888	1	MARIE KENNEY	Serv&Op /Spch Aud/Dstrctwd	36,019.00
283889	1	SPECIALIZED TRANSPORTATION INC	Rnt&Repr/Instrctn/VarSites	356.48

Board of Trustees Purchase Order Listing
----- Fiscal Year: 2008-09 -----
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PO No.	Fund	Vendor	Description	Amount
283890	1	SEHI COMPUTER	SplsNonI/SupvAdmn/Dstrctwd	305.60
283891	1	APPLE COMPUTER INC	InstMtls/Instrctn/BAMS	249.98
283892	68	ERGOWORKS	SplsNonI/Enterprs/Dstrctwd	57.52
283893	68	ERGO DIRECT	SplsNonI/Enterprs/Dstrctwd	380.04
283894	68	DISCOUNT OFFICE SERVICES	SplsNonI/Enterprs/Dstrctwd	355.54
283895	68	STAPLES BUSINESS ADVANTAGE	SplsNonI/Enterprs/Dstrctwd	71.74
283896	68	DELL COMPUTER	SplsNonI/Enterprs/Dstrctwd	29.08
283897	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	220.00
283898	1	SARGENT-WELCH SCIENTIFIC	NonCapEq/Instrctn/SJHHS	34,824.50
283899	1	SMART & FINAL IRIS #399	SplsNonI/Sch Adm /Serra	750.00
283900	1	DISCOUNT OFFICE ITEMS	SplsNonI/Sch Adm /Bathgate	106.22
283901	1	RIVERSIDE PUBLISHING/DATA DIR	CnfrNonI/Libr&Med/Dstrctwd	225.00
283902	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/Don Juan	1,072.00
283903	1	CENTENNIAL HERITAGE MUSEUM	FieldTrp/Instrctn/Tijeras	605.00
283904	1	KNOTT'S BERRY FARM	FieldTrp/Instrctn/Reilly	870.00
283905	1	RANCHO SANTIAGO COLLEGE	FieldTrp/Instrctn/GrgWhite	399.00
283906	1	SCHOOL INNOV. & ADVOCACY INC	CnfrNonI/SupvAdmn/Dstrctwd	356.63
283907	1	EDUCATIONAL RESOURCES	Serv&Op /Enterprs/Tesoro	45.75
283908	1	SAN DIEGO COUNTY OFFICE OF ED	CnfrNonI/StDev In/Dstrctwd	350.00
283909	1	NCS PEARSON INC	InstMtls/Instrctn/Dstrctwd	6,606.97
283910	1	ACCREDITING COMM F/SCHLS	Serv&Op /SupvAdmn/Dstrctwd	600.00
283911	1	ACCREDITING COMM F/SCHLS	Serv&Op /SupvAdmn/Dstrctwd	600.00
283912	1	ASCD	Dues&Mmb/SupvAdmn/Dstrctwd	219.00
283913	11	CA DEPT OF EDUCATION	Serv&Op /Instrctn/Dstrctwd	1,400.00
283914	1	APPLE COMPUTER INC	InstMtls/Instrctn/Arroyo V	8,295.24
283915	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Arroyo V	2,765.08
283916	11	EDUCATIONAL TESTING SERVICE	Serv&Op /Instrctn/Dstrctwd	5,000.00
283917	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Dstrctwd	690.38
			NonCapEq/Instrctn/LadraElm	690.39
283918	1	GRANT LINK	SplsNonI/SupvAdmn/Dstrctwd	1,724.00
283919	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Dstrctwd	1,577.84
283920	11	RELIABLE RESPONSE	Serv&Op /Instrctn/Dstrctwd	300.00
283921	1	STAPLES BUSINESS ADVANTAGE	InstMtls/SDCInstr/VDMMS	45.75
283922	1	IMAGE 2000	InstMtls/Instrctn/Tesoro	872.95
283923	1	VOGEL, JANE R	CnsltNon/HlthServ/Dstrctwd	10,000.00
283924	1	SEHI COMPUTER	SplsNonI/Enterprs/AVMS	486.29
283925	1	APPLE COMPUTER INC	NonCapEq/TIS /Dstrctwd	4,211.61
283926	1	STAPLES BUSINESS ADVANTAGE	SplsNonI/Sup:GenA/Dstrctwd	90.45
283927	1	BIGBELLY SOLAR	NonCapEq/Fac Acq /SCHS	42,972.85
283928	1	ANGSTROM LIGHTING INC.	NonCapEq/Sch Adm /SJHHS	1,551.50
283929	1	SC DESIGN SERVICES	SplsNonI/Pub Info/Dstrctwd	162.50
283930	1	DELL COMPUTER	InstMtls/Instrctn/AVMS	622.71
283931	1	XEROX CORPORATION	St Rcpts/Undesig /Dstrctwd	2,155.00
283932	1	ePOLY STAR	St Rcpts/Undesig /Dstrctwd	2,728.23
283933	1	INDUSTRIAL FORMULATORS INC	St Rcpts/Undesig /Dstrctwd	3,258.36
283934	1	SEHI COMPUTER	SplsNonI/Sch Adm /Dstrctwd	400.27
283935	1	OFFICE DEPOT	St Rcpts/Undesig /Dstrctwd	325.84
283936	1	P & R PAPER SUPPLY COMPANY	St Rcpts/Undesig /Dstrctwd	8,033.84
283937	1	ACSA/FOUNDATION FOR EDUC	Dues&Mmb/Board /Dstrctwd	880.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2008-09 =====
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PO No.	Fund	Vendor	Description	Amount
283938	1	SCHOOL INNOV. & ADVOCACY INC	MileNonI/SupvAdmn/Dstrctwd	195.00
			SpIsNonI/SupvAdmn/Dstrctwd	565.69
283939	69	STROUD, KEITH R	Serv&Op /Enterprs/Dstrctwd	3,612.00
283940	1	LAWNMOWERS ETC	Rntl:Oth/Op:Grnds/Dstrctwd	25,000.00
283941	1	HASLER INC.	Cmmnctns/Warehse /Dstrctwd	10,300.00
283942	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	969.75
283943	1	CA HARDWARE CO	St Rcpts/Undesig /Dstrctwd	1,105.52
283944	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	732.70
283945	1	WAXIE	St Rcpts/Undesig /Dstrctwd	3,092.60
283946	1	SEHI COMPUTER	St Rcpts/Undesig /Dstrctwd	7,999.36
283947	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Benedict	48,050.00
283948	1	RHINOTEK COMPUTER PRODUCTS	St Rcpts/Undesig /Dstrctwd	1,293.00
283949	1	ETS - CFASST	Serv&Op /PuplTest/Dstrctwd	27,532.28
283950	1	SCHOLASTIC	InstMtls/Instrctn/Castille	4,929.56
283951	1	PEARSON EDUCATION	K-8 Stat/Instrctn/Dstrctwd	488.08
283952	1	PEARSON EDUCATION	K-8 Stat/Instrctn/Dstrctwd	348.63
283953	1	LIFETIME MEMORY PRODUCTS INC	SpIsNonI/SupvAdmn/Dstrctwd	40.41
283954	1	SEHI COMPUTER	SpIsNonI/SupvAdmn/Dstrctwd	202.03
283955	1	DELL COMPUTER	SpIsNonI/SupvAdmn/Dstrctwd	1,551.53
283956	1	DELL COMPUTER	NonCapEq/Instrctn/CanViste	1,163.64
			NonCapEq/Instrctn/Dstrctwd	387.89
283957	1	APPLE COMPUTER INC	NonCapEq/Instrctn/AVMS	15,301.21
			NonCapEq/Instrctn/Dstrctwd	4,067.41
283958	1	APPLE COMPUTER INC	InstMtls/Instrctn/DJAMS	507.50
283959	1	APPLE COMPUTER INC	NonCapEq/Instrctn/LF Elem	11,932.02
283960	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SMS	339.71
283961	14	CABRAL ROOFING & WATERPROOFING	Rntl:Oth/RR:Bldgs/SCHS	14,613.00
283962	1	PACIFIC PEDIATRIC THERAPY INC.	Sub NPA /NPA HLTH/Dstrctwd	132,000.00
283963	1	OCMAA	Conf:Ins/Instrctn/Dstrctwd	375.00
283964	1	WEINBERG, HARRY C	CnfrNonI/Sup:GenA/Dstrctwd	2,000.00
283965	1	COCHRANES OF OXFORD LTD	InstMtls/Instrctn/CVHS	160.18
283966	1	LIFETOUCH INC	InstMtls/Instrctn/San Juan	2,282.29
283967	1	ORANGE COUNTY DEPT OF EDUC	Conf:Ins/Instrctn/SMS	195.00
283968	12	RALPHS GROCERY CO	InstMtls/Instrctn/Las Palm	400.00
			InstMtls/Instrctn/Lobo	400.00
283969	12	RALPHS GROCERY CO	InstMtls/Instrctn/Bathgate	500.00
			InstMtls/Instrctn/Hankey	400.00
			InstMtls/Instrctn/OsoGrand	400.00
283970	12	RALPHS GROCERY CO	InstMtls/Instrctn/San Juan	800.00
			InstMtls/Instrctn/Kinoshta	400.00
			InstMtls/Instrctn/Palisade	400.00
283971	12	RALPHS GROCERY CO	InstMtls/Instrctn/Crn Vlly	800.00
283972	1	CDWG Inc	NonCapEq/Instrctn/Wagon Wh	1,107.67
283973	12	RALPHS GROCERY CO	InstMtls/Instrctn/Malcom	350.00
283974	12	RALPHS GROCERY CO	InstMtls/Instrctn/Wood Cyn	1,400.00
283975	12	RALPHS GROCERY CO	InstMtls/Instrctn/Oak Grv	400.00
283976	1	COUNTY OF ORANGE	Serv&Op /Op:Grnds/Dstrctwd	25,000.00
283977	1	COOK EQUIPMENT COMPANY-ORANGE	Rntl:Oth/Op:Grnds/Dstrctwd	5,000.00
283978	1	HORN IMPROVEMENT	Rnt&Repr/Instrctn/Dstrctwd	500.00
283979	12	SCHOLASTIC BOOK FAIRS	InstMtls/Instrctn/Dstrctwd	710.00

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PO No.	Fund	Vendor	Description	Amount
283980	11	WORK SAFE TECHNOLOGIES	InstMtls/Instrctn/Dstrctwd	162.32
283981	1	CDWG Inc	NonCapEq/Instrctn/MFMS	677.75
283982	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/MFMS	1,232.66
283983	1	EAGLE COMMUNICATIONS	SplsNonI/Sch Adm /DJAMS	225.00
283984	1	TROXELL COMMUNICATIONS INC	NonCapEq/Instrctn/BAMS	1,083.17
283985	1	WAXIE	SplsNonI/Sch Adm /DJAMS	536.12
283986	1	JIM'S MUSIC	InstMtls/Instrctn/VDMMS	781.00
283987	1	TROXELL COMMUNICATIONS INC	NonCapEq/Instrctn/LRMS	644.35
283988	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Chaparal	450.00
283989	1	PACIFIC REFRIGERATION IN	NonCapEq/CurAthlt/SCHS	3,741.76
283990	1	TRITON AIR INC	Rnt&Repr/CurAthlt/SCHS	133.50
283991	1	SCHOOL SPECIALTY	InstMtls/Instrctn/San Juan	435.94
283992	1	SEAN JAMES ENTERPRISES	NonCapEq/Sch Adm /SJHHS	2,004.11
283993	1	MCMAHAN DESK INC	NonCapEq/InResrch/Dstrctwd	3,907.02
283994	1	COMMUNICATIONS USA	SplsNonI/Sch Adm /Wood Cyn	965.11
283995	1	ORANGE CO. DEPT. OF EDUCATION	Serv&Op /TIS /Dstrctwd	23,808.84
283996	1	WENGER CORPORATION	InstMtls/Instrctn/Hiddn Hl	918.29
283997	1	SOUTHWEST STRINGS	InstMtls/Instrctn/Arroyo V	390.81
283998	1	SCHOOL SPECIALTY	SplsNonI/Enterprs/DJAMS	307.79
283999	1	GOV CONNECTION INC	InstMtls/Instrctn/ANHS	443.93
284000	1	TROXELL COMMUNICATIONS INC	InstMtls/SEOthIns/Dstrctwd	60.34
284001	12	JONES-CAMPBELL CO	NonCapEq/Sch Adm /Dstrctwd	2,036.18
284002	1	DISCOVERY SCIENCE CENTER	FieldTrp/Instrctn/San Juan	856.00
284003	1	GOPHER ATHLETIC	InstMtls/Instrctn/DHHS	552.81
284004	1	STADEL, ANDREW	Serv&Op /Instrctn/St Anne	570.94
284005	1	GRANVILLE, MICHELLE	Serv&Op /Instrctn/St Anne	592.82
284006	1	SCHELL, JAMIE	Serv&Op /Instrctn/St Anne	212.14
284007	1	WILLIAMS, JOANNE	Serv&Op /Instrctn/St Anne	1,321.40
284008	1	MUNROE, ELIZABETH	Serv&Op /Instrctn/St Edwr	730.55
284009	1	UC REGENTS	Serv&Op /Instrctn/MssHills	450.00
284010	1	OCEAN INSTITUTE	FieldTrp/Instrctn/RH Dana	5,750.00
284011	1	ORANGE COUNTY DEPT OF EDUC	Serv&Op /Enterprs/Castille	600.00
284012	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/GrgWhite	1,664.00
284013	1	AQUARIUM OF THE PACIFIC	FieldTrp/Instrctn/Barcelon	1,102.50
284014	1	OCEAN INSTITUTE	Serv&Op /Sch Adm /RH Dana	1,888.00
284015	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/CanVistE	856.00
284016	12	ORANGE COUNTY FIRE AUTHORITY	Serv&Op /Instrctn/Dstrctwd	365.00
284017	1	ALISO VIEJO GOLF CLUB	InstMtls/CurAthlt/ANHS	1,399.35
284018	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/ANHS	1,481.36
284019	1	PRAXAIR	Rnt&Repr/Instrctn/SCHS	125.00
284020	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/DHHS	157.28
284021	1	OCDE	CnfrNonI/Sch Adm /ANHS	200.00
284022	1	SE-KURE CONTROLS-GARY HUSON	NonCapEq/Sch Adm /SJHHS	147.98
284023	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/Ambuehl	864.00
284024	1	ISOCISER	InstMtls/Instrctn/AVMS	6,353.02
284025	1	RALPHS GROCERY CO	InstMtls/Instrctn/Dstrctwd	1,000.00
284026	1	CARLSBAD FLOWER FIELDS	FieldTrp/Instrctn/Las Palm	1,197.00
284027	1	GOPHER ATHLETIC	InstMtls/Instrctn/CVHS	559.22
284028	1	EVERETT, SUE	InstMtls/Instrctn/LFMS	251.00
284029	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/CVHS	998.22

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PO No.	Fund	Vendor	Description	Amount
284030	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/CVHS	235.71
284031	1	FISHER SCIENTIFIC	InstMtls/Instrctn/CVHS	519.92
284032	1	MARSHALL MUSIC	InstMtls/Instrctn/FNMS	1,050.00
284033	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Las Palm	497.39
284034	1	GOLDEN RULE BINDERY	Txt Dist/Instrctn/ANHS	1,462.17
284035	1	PEARSON EDUCATION	K-8 Stat/Instrctn/Dstrctwd	354.34
284036	1	PERMA-BOUND	9-12 Sta/Instrctn/Dstrctwd	4,369.48
284037	1	FOLLETT LIBRARY RESOURCES	InstMtls/Instrctn/Kinoshta	4,000.00
284038	1	HOSPEQ INC	SpplsNonI/HlthServ/Dstrctwd	234.42
284039	1	SPEEDSKIN.COM	InstMtls/Instrctn/LRMS	63.82
284040	1	THE ADAPTIVE CHILD	SpplsNonI/HlthServ/Dstrctwd	177.65
284041	1	DICK BLICK WEST	InstMtls/Instrctn/CVHS	615.78
284042	1	DICK BLICK WEST	InstMtls/Instrctn/Tesoro	244.55
284043	1	READING LIONS CENTER	InstMtls/Instrctn/Wood Cyn	1,282.93
284044	1	CITY OF SANTA ANA	Serv&Op /Enterprs/Arroyo V	300.00
284045	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/Marblehd	1,350.00
284046	1	VERNIER SOFTWARE	NonCapEq/Instrctn/SJHHS	12,715.14
284047	1	INTERNATIONAL BACCALAUREATE NA	Serv&Op /Instrctn/CVHS	7,735.00
284048	1	INTERNATIONAL BACCALAUREATE NA	InstMtls/Instrctn/SCHS	5,588.00
284049	1	INTERNATIONAL BACCALAUREATE NA	Serv&Op /Instrctn/CVHS	10,795.00
284050	1	RANCHO SANTIAGO COLLEGE	FieldTrp/Instrctn/Marblehd	345.00

297 Purchase Orders \$1,219,085.68

Board of Trustees Purchase Order Listing

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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
4695	87	EMPYREAN PLUMBING INC	SI:Const/Fac Acq /CVHS	27,485.00
4696	98	MISSION VIEJO GLASS	NonCapEq/Fac Acq /SJHHS	4,925.00
4697	98	BARRETT-ROBINSON	NonCapEq/Fac Acq /SJHHS	2,672.00
4698	89	SCHOOL SPECIALTY	F&EInstl/Fac Acq /SJHHS	28,396.47
4699	89	MCMAHAN DESK INC	NonCapEq/Fac Acq /SJHHS	2,231.66
4700	89	CULVER-NEWLIN INC	NonCapEq/Fac Acq /SJHHS	2,976.96
6 Purchase Orders				\$68,687.09

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
133318	SANTORE, WILLIAM AND KIMBERLY	PO-283729	15,000.00
		PO-283734	10,000.00
133319	AT&T	PO-282495	51.95
133320	AT&T-CALNET2	PO-283432	12.87
133321	CALIFORNIA OVERNIGHT	PO-280929	20.00
133322	NATIONWIDE FIRE PROTECTION	-	
		PO-280952	5,319.35
133323	NATIONWIDE FIRE PROTECTION	PO-280952	460.56
133324	OFFICE DEPOT	PO-280430	99.19
		PO-280433	15.87
		PO-280552	350.00
		PO-280639	493.92
		PO-281783	58.00
		PO-282297	374.97
		PO-282459	563.47
		PO-282488	228.49
		PO-282741	27.11
		PO-283048	5,433.19
		PO-283132	64.26
		PO-283133	27.09
		PO-283202	132.36
		PO-283237	44.59
		PO-283238	425.59
		PO-283317	492.37
133325	ORANGE COUNTY DEPT OF EDUC	PO-282596	107.75
133326	ORANGE CTY DEPT EDUC	PO-283091	11.57
133327	ORIENTAL TRADING CO	PO-282610	62.80
133328	OTHER WORLD COMPUTING	PO-281608	206.98
133329	OTICON	PO-281861	150.00
133330	PALOS SPORTS	PO-282321	254.96
		PO-283221	355.01
133331	PARKHOUSE TIRE INC.	PO-281372	8,420.47
133332	PASCO SCIENTIFIC	PO-283189	334.10
133333	PBD INC.	PO-281084	713.75
133334	PEACEFUL PLAYGROUNDS	PO-283217	178.43
133335	PEPPER-LOS ANGELES, J W	PO-282614	289.78
		PO-282979	838.16
		PO-283600	715.72
		PV-092887	70.00
133336	PERFECT SEAL LABORATORIES	PO-082091	32.80
133337	PHONAK INC	PO-281550	100.00
		PO-281859	284.37
		PO-281860	21.46
		PO-282886	100.00
		PO-282888	45.16

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
133338	PIONEER STATIONERS INC	PO-281934	4,468.61
133339	PSOC-WATERLINES TECHNOLOGIES	PO-282399	2,008.54
133340	THERAPY SHOPPE	PO-281513	70.77
133341	THINK SOCIAL PUBLISHING INC.	PO-282835	176.71
133342	TIME FOR KIDS	PO-282606	1,131.52
133343	YOSEMITE WATER	PO-280998	39.55
133344	OFFICE DEPOT	PO-281765	298.14
133345	OXFORD UNIV PRESS	PO-281821	781.54
133346	OFFICE DEPOT	PO-280134	3.91
133347	THE MAILBOX YEARBOOK	PO-283580	69.90
133348	THE PARENT INSTITUTE	PO-281993	370.00
133349	CINTAS	PO-282313	110.04
133350	CIT TECH FINANCIAL SERVICES	FV-092893	433.16
133351	CITY OF SAN CLEMENTE	PO-280366	19,906.58
133352	CITY OF SAN JUAN CAPISTRANO	PO-280368	2,996.89
133353	COUNTY OF ORANGE-WASTE MNGT	PO-282376	1,909.92
133354	DANBRU WIRE & CABLE INC	PO-283322	134.18
133355	DEPARTMENT OF JUSTICE	PO-280570	64.00
133356	ENTERPRISE FLEET SERVICES	PO-281632	1,175.05
133357	IMAGE 2000	PO-280331	244.70
		PO-280347	816.30
133358	INTEGRATED BUSINESS SOLUTIONS	PO-281947	58.18
133359	MOBILE COMM REPAIR INC	PO-283595	450.33
133360	MOULTON NIGUEL WATER	PO-280365	4,771.52
133361	MWB BUSINESS SYSTEMS	PO-281034	573.32
		PO-282190	1,120.60
		FV-092878	520.00
133362	SAN DIEGO GAS & ELECTRIC	PO-280369	258,281.30
133363	SANTA MARGARITA WATER	PO-280346	5,933.94
133364	SMART & FINAL	PO-282017	53.78
		PO-282387	57.45
133365	SO CAL EDISON CO	PO-280363	43,143.08
133366	SO CAL GAS CO	PO-280345	12,528.97
133367	SPARKLETTS	PO-280677	4.00
		PO-280706	65.15
		PO-280931	20.78
		PO-280996	8.50
		PO-281603	19.76
		PO-281750	8.15
		PO-282126	28.05
		PO-282786	12.20
		PO-283028	8.10
133368	THYSSENKRUPP ELEVATOR CORP	PO-280354	345.88
133369	WELLS FARGO FINANCIAL LEASING	PO-280564	209.98

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
133370	SPARKLETTS	PO-281913	6.15
		PO-281914	28.30
133371	CAMPBELL, GARY D	PO-283234	1,700.00
133372	SPARKLETTS	PO-280107	42.97
		PO-282127	26.62
		PO-282128	16.25
		PO-282129	30.76
		PO-282130	8.16
		PO-282131	20.41
		PO-282132	91.77
		PO-282788	2.06
		PV-092877	12.10
133373	CUSD REVOLVING CASH	CM-090044	0.83-
		CM-090045	0.68-
		CM-090046	0.60-
		CM-090047	0.74-
		CM-090048	0.55-
		CM-090049	180.00-
		PV-092884	40,168.47
133374	SPRINT/NEXTEL COMMUNICATIONS	CM-090050	1.79-
		PV-092886	3,390.49
133375	CUSD REVOLVING CASH	PV-092884	15,000.00
133376	YMCA OF ORANGE COUNTY	PO-281139	8,543.80
133377	CUSD REVOLVING CASH	PV-092884	3,215.00
133378	CUSD REVOLVING CASH	PV-092884	50.00
133379	AIR CYCLE CORPORATION	PO-280744	395.39
133380	ASSOC BUSINESS PRODUCTS	PO-280268	92.13
133381	B & H PHOTOGRAPHY	PO-281643	4,960.15
		PO-283167	631.55
133382	BASIC SCIENCE SUPPLIES LLC	PO-283448	543.48
133383	BATTERIES PLUS	PO-283144	1,002.08
133384	BETTER BUSINESS RECORDS	PO-282134	22.47
133385	BIG TEX TRAILERS	PO-281411	4,368.66
133386	C & A ATHLETICS	PO-283455	6,205.75
133387	CAPISTRANO GOLF CARS	PO-281422	156.38
		PO-281423	2,539.21
133388	CAROL SMALLEY MAILING SUPPLIES	PO-283625	52.00
133389	CAROLINA BIOLOGICAL SUPPLY CO	PO-283030	1,693.67
133390	CDWG Inc	PO-282777	483.80
		PO-283486	22.43
133391	COMMERCIAL LANDSCAPE SUP. INC.	PO-280900	99.63
133392	DATA CONTROL INC	PO-282797	329.00
133393	DISCOUNT OFFICE SERVICES	PO-282332	77.35
133394	DUNN-EDWARDS CORP	PO-280244	169.22
133395	ESTRELLITA PUBL	PO-282951	947.89

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Warrant Number	Name of Payee	Reference Number	Amount
133396	FASTSIGNS	PO-283698	261.84
133397	FOLLETT EDUCATIONAL SVC	PO-282154	42.03
133398	GENESIS INC	PO-283355	165.90
133399	GOPHER ATHLETIC/SPORTS	PO-282682	29.84
		PO-283454	150.88
133400	GOV CONNECTION INC	PO-282513	55.30
133401	GREAT IDEAS FOR TEACHING	PO-283538	148.01
133402	GUNTHER'S ATHLETIC SERV	PO-283696	507.10
133403	HOTMATH INC	PO-282753	641.25
133404	JOHN DEERE LANDSCAPES	PO-280902	2,855.61
133405	JOHNSTONE SUPPLY	PO-283307	2,298.10
133406	KELLY PAPER COMPANY	PO-283613	4,609.41
133407	KIRK PAPER	PO-280386	1,474.96
133408	KOCE TV FOUNDATION	PO-283688	20,078.00
133409	LESLIES SWIMMING POOL SUPPLY	PO-280290	67.63
133410	LINGUI SYSTEMS INC	PO-283080	532.45
133411	LOOMIS	PO-280939	284.62
133412	HARLAND TECHNOLOGY SERVICES	PO-283541	1,037.00
133413	DISCOUNT OFFICE SERVICES	PO-283447	380.89
133414	LAKESHORE LEARNING MATLS	PO-280954	333.34
133415	GLAXOSMITHKLINE	PO-280212	1,081.20
133416	CARCERANO, BRIAN	PV-092892	65.00
133417	HARRELSON, DIANE	PV-092891	71.07
133418	LYON, LAURA	PV-092890	150.99
133419	COLE, THOMAS	PV-092889	8.66
133420	PLAYPOWER LT FARMINGTON	PO-281548	517.58
		PO-281743	1,851.20
133421	POLAR ELECTRO INC	PO-282698	932.90
133422	POSITIVE PROMOTIONS	PO-281521	58.75
133423	PRAXAIR	PO-280314	282.70
		PO-281073	25.55
		PO-282571	23.35
133424	PRO-ED	PO-282431	267.30
133425	PSYCHOLOGICAL ASSESSMENT RES	PO-281331	9,985.20
		PO-281631	5,070.42
		PO-282420	396.20
133426	PYRAMID ED CONSULTANTS	PO-283077	155.43
133427	QUALITY PRODUCTS	PO-281505	35.95
133428	QUICK SORT INC	PO-280930	753.45
133429	RAYVERN LIGHTING SUPPLY	PO-282535	52.78
		PO-282663	964.90
133430	READ NATURALLY	PO-280946	3,388.00
		PO-281583	759.00
133431	RECORDED BOOKS LLC	PO-283621	162.99
133432	RECORDING FOR THE BLIND	PO-281200	950.00

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Warrant Number	Name of Payee	Reference Number	Amount
133433	RENAISSANCE LEARNING INC	PO-280944	249.00
		PO-281470	3,654.02
		PO-282993	5,033.02
133434	ROGER DUNN GOLF SHOPS	PO-282289	905.02
133435	SADDLEBACK GOLF CARS	PO-283662	890.91
133436	SCHOOL MATE	PO-282115	490.00
133437	SPORT CHALET	PO-283687	4,709.76
		PO-283689	809.20
133438	SPORTS FACILITIES GROUP INC	PO-280393	7,650.00
133439	TARGET SPECIALTY PROD	PO-280892	2,789.30
133440	TEACHER DIRECT	PO-281542	279.48
		PO-282834	91.86
133441	TEACHERS DISCOVERY	PO-281519	259.66
133442	TEACHERS' CURRICULUM INS	PO-281585	585.70
133443	TEACHLOGIC INC	PO-281683	40.00
		PO-281693	117.70
133444	TEAM EUROSPORT	PO-282639	1,182.06
133445	UNISOURCE CORP	PO-280233	1,040.11
		PO-280569	6,884.15
		PO-283315	3,622.68
133446	VANTAGE LEARNING	CL-081632	4,875.00
133447	VICTORY PADDLE/SCHOOL PASSES	PO-282084	96.85
133448	WESTERN PACIFIC PUMP SALES	PO-283164	2,327.33
133449	PRO LINGUA ASSOCIATES	PO-281813	66.00
133450	PRO BABY LLP	PO-281994	154.50
133451	ADAMS, KARA	FV-092894	439.56
133452	ARRIOLA, INGRID	FV-092895	191.65
133453	AVAL, SOHEIL	FV-092896	371.41
		FV-092948	324.33
133454	BANH, JULIE/NAM	FV-092897	931.09
133455	BERGMAN, TODD	FV-092898	380.11
133456	BHAVANI, RENUKA S	FV-092899	433.91
		FV-092941	919.00
		FV-092942	473.15
133457	BLACKABY, ELIZABETH	FV-092900	219.50
133458	BOCKLER, BRIAN & TINA	FV-092901	229.89
133459	BOYD, VALERIE	FV-092945	143.00
133460	BROWN, DONNA AND/OR MICHAEL	FV-092949	543.43
133461	CHAMBERS, NICHOLE	FV-092902	161.18
133462	COLE, CHRISTINE	FV-092904	211.07
133463	CUHAROGLU, MEHMET &/OR BELGIN	FV-092903	1,181.35
133464	DOUMIT, RIMA	FV-092905	263.96
133465	GAITAN, SCOTT & BEVERLY Z.	FV-092907	277.53
133466	GAU, MARY C.	FV-092906	243.25
133467	GORDON, DEBRA L	FV-092908	457.99

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133468	GRISHAM, MELINDA	PV-092943	107.13
133469	HOGGATT, ROBERT/VERONICA	PV-092909	205.85
133470	JACKSON, BEN & JENNIFER	PV-092910	243.74
		PV-092911	243.74
133471	JOHNSON, LORI	PV-092913	55.23
133472	JONES, DANNY & NANCY	PV-092912	438.05
133473	KICHLINE, KEITH & KYLA	PV-092914	435.71
133474	LEE, THOMAS AND/OR DEBBIE	PV-092915	159.22
133475	LIDDLE, DREW & LESLIE	PV-092916	114.08
133476	MACNAMARA, DAN	PV-092918	697.84
133477	MC ILVAIN, STEPHANIE	PV-092919	69.64
133478	MC KEAGUE, JOHN & SHARON	PV-092920	655.28
133479	MCBRIDE, MELISSA	PV-092927	466.42
133480	MIKKELSON, NICOLE	PV-092921	228.08
133481	MONTANEZ, TERRI & FERNANDO	PV-092922	524.82
133482	NOXON, LISA C	PV-092923	270.77
133483	OLTMANS, JESSICA	PV-092917	206.39
133484	PAUL, PUJA	PV-092924	274.25
133485	POCZATEK, MARK & MARVA	PV-092925	335.14
133486	PRABHU, WILLIAM & MYKA	PV-092926	204.92
133487	RODAS, PHILLIP AND CAROLYN	PV-092928	226.08
133488	ROHDE, JAN &/OR JOY	PV-092929	149.88
133489	ROZO, ROXANNE	PV-092930	97.72
133490	SANDOR, LASZLO/COURTENAY	PV-092932	334.65
133491	SCHMID, DANIEL	PV-092933	107.27
		PV-092934	187.72
133492	SHOOK, SIAN	PV-092935	436.65
133493	TIERNEY, MICHELLE & TERRENCE	PV-092936	191.16
133494	TOCA, CAROL A.	PV-092937	170.82
133495	TRITZ, RICHARD &/OR JULIE	PV-092938	178.17
		PV-092947	158.38
133496	UNGOS, JAY AND MARIE	PV-092939	286.89
133497	VARRIANO, RICHARD & JANE	PV-092940	262.83
133498	CMRS-TMS	PO-280926	40,000.00
133499	QUALITY TOWING	PO-281081	1,152.80
133500	RINCON TRUCK PARTS	-	
		PO-281056	4,723.51
133501	RINCON TRUCK PARTS	PO-281056	708.99
133502	RIVERSIDE PUBL CO	PO-281220	5,489.90
133503	SO COAST DISTRIBUTING CO	PO-281417	557.28
133504	SOUTH COAST ANSWERING SERVICE	PO-281828	187.55

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133505	SOUTHWEST SCHOOL SUPPLY	PO-280121	15.36
		PO-280429	190.42
		PO-281028	
		PO-281932	451.89
		PO-282012	39.05
		PO-282426	
		PO-283229	47.63
		PO-283414	72.88
		PO-283539	47.58
133506	UNISOURCE CORP	CL-081613	1,547.29
		CL-081615	18,209.75
133507	WAXIE	PO-281418	322.34
		PO-283198	2,387.74
133508	WIDEX	PO-281517	131.00
133509	ZOO PET STORE	PO-281986	95.67
133510	POSTMASTER PERMIT #44	PO-280491	15,000.00
133511	CAPISTRANO UNIFIED SCHOOL DIST	CM-090051	9.73-
		PO-280222	41,857.70
133512	HAZELRIGG RISK MANAGEMENT SVS	PO-280227	53,900.53
133513	CAL WEEKLY EXPLORER INC	PO-281618	1,000.00
		PO-283570	1,290.00
		PO-283591	1,000.00
		PO-283604	990.00
		PO-283608	1,280.00
133514	CENTENNIAL HERITAGE MUSEUM	PO-283653	472.00
133515	COOL CRITTERS PRESENTATIONS	PO-283684	670.00
133516	DISCOVERY SCIENCE CENTER	PV-092946	75.00
133517	IMAGINATION MACHINE, THE	PO-283581	300.00
		PO-283607	1,265.00
133518	MISSION SAN JUAN CAPISTRANO	PO-283648	1,308.00
133519	OCEAN INSTITUTE	PO-283647	1,550.00
		PO-283649	1,550.00
		PO-283650	500.00
		PO-283690	10,800.00
133520	TANAKA FARM & PUMPKIN PATCH	PO-282638	1,416.00
133521	A Z BUS SALES INC	PO-281059	2,831.67
133522	AAA ELECTRIC MOTOR SALES	PO-280250	339.85
133523	ADVANTAGE RADIATOR	PO-281060	350.19
133524	ALISO VIEJO AUTO SERVICE	PO-281708	1,427.10
133525	ALPHA SOUND AND LIGHTING	PO-280263	1,096.90
133526	AMERICAN INDUSTRIAL SUPPLY	PO-280265	725.54
133527	ARAMARK UNIFORM SERVICE	PO-281371	1,209.53
133528	BARRETT-ROBINSON INC	PO-280392	170.00
133529	BATTERIES PLUS	PO-281720	5,469.61
133530	BEE MAN	PO-280269	350.00

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133531	BLAINE WINDOW HARDWARE	PO-283430	210.90
133532	BLAIRS TOWING	PO-281075	437.50
133533	BRAGG CRANE SERVICE INC	PO-282099	965.44
133534	CAESAR'S APPLIANCE	PO-280275	141.30
133535	CAL HARDWARE CO	PO-280278	840.06
133536	CAL-STATE AUTO PARTS INC	PO-281377	4,134.49
133537	CLARK SECURITY PRODUCTS	PO-280282	733.45
133538	ECOLOGY TIRE	PO-281066	313.50
133539	FACTORY MOTOR PARTS	PO-281053	8,824.43
133540	FLEET SERVICE SPECIALISTS LLC	PO-281380	7,043.29
133541	FLINN SCIENTIFIC INC	PO-283514	2,141.92
133542	FREEWAY AUTO SUPPLY & MACHINE	PO-282997	1,326.77
133543	FRICTION MATERIALS CO.	PO-281379	6,655.31
133544	GANAHL LUMBER	PO-280405	261.71
133545	GEISENS AUTO UPHOLSTERY	PO-281064	646.20
133546	GOPHER ATHLETIC/SPORTS	PO-283506	387.84
133547	HIRSCH PIPE & SUPPLY	PO-280350	2,487.07
133548	HOUGHTON MIFFLIN CO	PO-283466	301.68
133549	INTERSTATE BATTERIES	PO-281058	1,342.46
133550	IRON MOUNTAIN	PO-280441	266.36
133551	ITO NURSERY	PO-280913	211.19
133552	JOHNSTONE SUPPLY	PO-283307	12,930.26
133553	K-12 SPECIALTIES INC	PO-281421	1,969.40
133554	KENDOO TECHNOLOGY INC	PO-282668	319.80
133555	KNORR SYSTEMS INC	PO-280404	5,442.56
133556	LAWNMOWERS ETC	PO-280912	5,549.31
133557	LOS ANGELES FREIGHTLINER	PO-281378	3,387.01
133558	IRON MOUNTAIN	PO-280211	149.78
133559	METROPOLITAN EMPLOYEES	PO-280223	3,354,988.49
		PO-280224	23,646.00
133560	ALPINE ACADEMY	PO-280200	2,880.00
133561	ANTOCI, NATALIE	PO-281119	914.94
133562	BERG RYAN OD MS ED, JULIE	PO-283554	475.00
133563	BROWN RPT, SUSAN	PO-282144	720.00
133564	CATHEDRAL HOME FOR CHILDREN	PO-281094	3,496.00
		PO-281095	3,496.00
		PO-281096	3,496.00
133565	CINNAMON HILLS SCHOOL	PO-282853	3,105.00
133566	CROMWELL, PATRICIA	PO-280992	1,830.00
133567	DAYLE MCINTOSH CENTER	PO-280974	120.00
133568	DEVEREUX FOUNDATION	PO-281681	1,886.00
133569	DEVEREUX TEXAS TREATMENT	PO-281092	2,266.92
		PO-281093	2,896.62
133570	ECE4AUTISM	PO-282160	2,850.00
133571	EDUCATIONAL BASED SERVICES	PO-281802	5,548.50

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133572	HEAR NOW dba	PO-280136	970.00
		PO-280137	2,592.50
133573	LEISURE CARE	PO-280186	6,517.00
		PO-280187	1,786.00
133574	ORALINGUA SCHOOL	PO-282852	3,410.07
133575	ORANGE COUNTY THERAPY SERVICE	PO-280138	24,480.00
133576	ORANGE CTY DEPT EDUC	PO-281959	113,096.33
133577	ORANGE CTY TESTING SERV	PO-281669	126.00
133578	PACIFIC PEDIATRIC THERAPY INC.	PO-280510	17,330.00
133579	PROGRESSUS THERAPY INC	PO-282528	12,264.00
133580	PYRAMID AUTISM CENTER	PO-281117	5,175.00
		PO-281118	5,175.00
133581	RIPLEY, ANN	PO-280101	2,610.50
133582	SANDOR, LASZLO/COURTENAY	PO-281163	1,343.20
133583	SHILOH TREATMENT CENTER INC	PO-282848	3,498.00
133584	SPEECH & LANGUAGE PROFESSIONAL	PO-280987	1,968.00
133585	THERAPEUTIC EDUCATION CENTER	PO-281089	4,950.00
		PO-281090	4,050.00
		PO-281091	7,260.00
133586	WEISS MD, DR SIDNEY	CL-081911	380.00
133587	CRARY, BRENDA	PO-280140	4,050.00
133588	GALLEY, TAMMI	PO-281673	1,500.00
133589	GOODWILL IND OF O C	PO-283711	260.00
133590	HIGHER EDUCATION CENTER/EDC	PO-283517	855.00
133591	ORANGE COUNTY DEPT OF EDUCATIO	PO-282659	250.00
		PO-283743	250.00
133592	ORANGE COUNTY SHERIFF DEPT	PO-280999	32,275.25
133593	READING AND LANGUAGE CENTER	PO-282524	340.00
133594	T DAVIS & ASSOCIATES INC	PO-280500	3,333.40
133595	YMCA OF ORANGE COUNTY	CL-081794	6,045.78
133596	DE SILVA, VICKIE	PV-092980	2,664.20
133597	GORMAN, RON	PV-092976	476.00
133598	HELLER, PAUL	PV-092977	191.10
133599	HOLTZMAN, TERRI	PV-092978	192.50
133600	IVY WEST EDUCATIONAL	PV-092975	3,946.94
133601	ORTEGA, NANETTE	PV-092979	247.80
133602	SKYHAWKS SPORTS ACADEMY INC	PV-092974	3,077.20
133603	STYBR, PURCELL	PV-092981	392.00
133604	STEIN, CHRISTINE E	PO-280985	3,360.00
133605	AT&T-CALNET2	PO-283838	74,598.16
133606	EDUC & COMM SUPPORTS	PO-283550	250.00
133607	MODERN SIGNS PRESS INC	PO-283547	511.83
133608	NAZDAR SUPPLY INC	PO-282430	8,974.17
		PO-282546	8,248.37
		PO-283197	8,974.17

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133609	NSPRA	PO-283549	93.45
133610	PEPPER-LOS ANGELES, J W	PO-280640	966.81
133611	PRAXAIR	PO-282571	26.55
133612	RAINBOW MAGNETICS INC	PO-282161	377.34
133613	S C SIGNS	PO-282033	820.07
133614	SAFEWARE/AMERICAN BANKERS INS	PO-283489	343.00
133615	SCHOOL MATE	PO-082510	761.05
		PO-282477	64.50
133616	SEHI COMPUTER	PO-280791	285.93
		PO-281312	749.72
		PO-282036	621.37
		PO-282465	1,180.50
		PO-282651	589.99
		PO-282747	613.33
		PO-282798	613.33
		PO-282910	133.33
		PO-282913	53.46
		PO-283169	92.79
		PO-283170	290.88
		PO-283184	568.08
		PO-283199	613.33
		PO-283208	613.33
		PO-283267	750.88
		PO-283268	1,226.65
		PO-283318	4,525.50
		PO-283323	49.96
		PO-283408	576.14
		PO-283417	154.91
		PO-283418	38.08
133617	SOUTH COUNTIES OIL CO	PO-281370	17,213.07
133618	STAR SAFETY	PO-282281	132.74
133619	SUBSCRIPTION SERVICES OF	PO-281698	828.97

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133620	SUPER DUPER INC.	PO-282369	505.90
		PO-282432	249.00
		PO-282595	270.30
		PO-282618	107.75
		PO-282619	366.00
		PO-282728	462.00
		PO-282832	335.80
		PO-282893	88.99
		PO-282894	249.00
		PO-282956	107.85
		PO-282957	179.15
		PO-283064	176.84
		PO-283065	194.75
		PO-283098	294.00
133621	TEACHERS PARADISE.COM	PO-280453	78.62
133622	TRUE GRITS	PO-283192	1,729.87
133623	WHALE OF A TALE BOOK STORE	PO-283525	2,163.17
133624	SEHI COMPUTER	PO-283417	154.93
133625	SEHI COMPUTER	PO-282858	1,270.39
133626	CABRAL ROOFING & WATERPROOFING	PV-092970	229.80
133627	P A THOMPSON ENGR CO	PO-280297	3,277.40
133628	BERGMAN & DACEY INC	PO-281616	2,625.50
133629	GILBERT & STEARNS INC	PO-282629	39,705.88
		PO-283176	7,717.67
		PV-092971	6,065.02
133630	HARDY & HARPER INC	PV-092972	3,600.00
133631	PACIFIC MOBILE HOME CONS	PV-092973	10,417.55
133632	CAMP HIGH TRAILS OUTDOOR	PO-283384	24,334.00
133633	CENTENNIAL HERITAGE MUSEUM	PO-282661	640.00
133634	CONNECTING AUTHORS	PO-283731	650.00
133635	COUNTY OF ORANGE	PO-283744	369.00
133636	DISCOVERY SCIENCE CENTER	PO-283761	665.00
		PO-283763	28.00
133637	JOURNEY'S TO THE PAST	PO-283736	731.00
133638	MAD SCIENCE	PO-283812	720.00
133639	OCEAN INSTITUTE	PO-283767	100.00
		PO-283768	150.00
133640	ORANGE COUNTY PERFORMING ARTS	PO-283730	825.00
		PO-283732	1,500.00
133641	APPLE COMPUTER INC	PO-283667	106.68
133642	CA OFFICE SYSTEMS INC	PO-281033	28.89
133643	CINTAS	PO-282313	162.68
133644	CINTAS CORP	PO-280281	1,390.10
		PO-281626	120.40
133645	CITY OF SAN JUAN CAPISTRANO	PO-280368	8,906.66

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133646	CONSOLIDATED ELECT DISTR	PO-280243	2,144.92
133647	CULVER-NEWLIN INC	PO-283254	258.35
133648	DANBRU WIRE & CABLE INC	PO-280402	1,966.32
133649	DELL MARKETING L P	PO-283423	156.24
		PO-283712	400.32
133650	DEPARTMENT OF JUSTICE	PO-280570	1,824.00
133651	PITNEY BOWES	PO-280936	508.00
133652	PRUDENTIAL OVERALL SUP	PO-281736	50.86
133653	SAN DIEGO GAS & ELECTRIC	PO-280369	53,549.04
133654	SMART & FINAL	PO-280287	49.62
		PO-281976	16.02
		PO-282017	46.42
		PO-282455	55.00
133655	SOLAG / CR&R	PO-281410	45,137.05
133656	THYSSENKRUPP ELEVATOR CORP	PO-280354	65.82
133657	UNITED RENTALS NORTHWEST INC	PO-280893	3,048.64
133658	XEROX CORPORATION	PO-280388	167.02
133659	ST CLEMENTS CHURCH	PO-283746	600.00
133660	MOBILE MODULAR	PO-281831	610.00
133661	SPARKLETTES	PV-093016	2.00
133662	DANBRU WIRE & CABLE INC	PO-282765	3,939.60
133663	TROXELL COMM INC	PO-282630	5,230.40
		PO-283543	629.26
133664	XEROX CORPORATION	PO-283249	123,179.25
133665	ACTION LEARNING SYSTEMS INC	PO-281972	4,000.00
		PO-282372	18,000.00
		PO-282375	21,000.00
		PO-283465	14,000.00
133666	DEMPSEY, MITCHELL	PO-283124	600.00
		PO-283125	100.00
133766	JACK WHITE	PO-283760	187.20
133767	LOYER, LAW OFFICES OF KATHLEEN	PO-281126	560.00
133768	MEET THE MASTERS	PO-282174	3,581.00
133769	NELSON, AMY	PO-283862	250.00
133770	ORANGE COUNTY HUMAN	PO-283872	300.00
133771	READING AND LANGUAGE CENTER	PO-282524	935.00
133772	THERAPEUTIC EDUCATION CENTER	PO-280203	3,870.00
133773	UNIVERSITY OF SAN DIEGO	PO-282903	450.00
133774	MCCLEAN, ROBERT	PV-093067	79.00
133775	MOE, KENNETH L	PV-093053	132.80
133776	NAJD, NADIA	PV-093069	70.00
133777	NUNEZ, AIDA	PV-093065	95.84
133778	OTANI, DUANE	PV-093050	13.99
133779	PEREZ, LINA	PV-093052	36.40
133780	PETTEY, STEPHANIE	PV-093071	25.40

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133781	RENAUD, MARY	PV-093066	17.00
133782	ROMO, KELLY	PV-093029	160.00
133783	ROSS, MIRANDA	PV-093049	65.00
133784	SCHOLL, BARBARA	PV-093051	25.00
133785	SHAH, RANA	PV-093054	14.57
133786	TIMMONS, NANCY OR BEN	PV-093070	82.00
133787	TORR, RANDEL	PV-093040	104.00
133788	ULLOA, RICHARD	PV-093072	68.00
133789	WIEDEMAN, LORI	PV-093068	132.18
133790	MCPHILLIPS, NANCY	PV-093064	8.07
133791	WILBUR, SANDRA S	PV-093063	65.68
133792	QUINN, OLIVIA	PV-093030	21.36
133793	AMERICAN BOOK COMPANY	PO-282590	178.08
133794	AMERICAN THERMOFORM CORP	PO-283272	414.47
133795	CALIFORNIA WESTERN VISUALS	PO-282378	154.14
133796	CAMBIUM LEARNING INC.	PO-283633	1,056.74
133797	CAROLINA BIOLOGICAL SUPPLY CO	PO-283507	1,479.35
133798	CONSTRUCTIVE PLAYTHINGS	PO-283395	145.59
133799	CORPORATE EXPRESS	PO-280119	339.00
		PO-280803	3.97
		PO-280888	263.00
		PO-281653	345.71
		PO-281791	67.53
		PO-282008	20.82-
		PO-282737	41.86
		PO-282744	81.46
		PO-283522	100.10
133800	DELTA EDUCATION	PO-283500	1,156.79
133801	DICK BLICK WEST	PO-283401	543.64
133802	DUNN-EDWARDS CORP	PO-280244	49.84
133803	EDUCATIONAL RESOURCES	PO-283339	581.53
		PO-283617	124.13
133804	ENABLING DEVICES	PO-283304	306.70
133805	FEDERAL EXPRESS CORP	PO-280932	1,268.32
133806	GENERAL BINDING CORP	PO-283316	933.78
133807	GRAPHIC SYSTEMS	PO-280384	268.65
133808	GRAYMARK	PO-283400	846.32
133809	KELLY PAPER COMPANY	PO-283613	793.07
133810	LIFETIME MEMORY PRODUCTS INC	PO-283419	80.81
		PO-283624	40.41
133811	ADMINSTRATIVE SOFTWARE	PO-283824	1,287.18
133812	EDUCATIONAL TESTING SERVICE	PO-283823	1,974.75
133813	FOUNDATION FOR EDUC TECHNOLOGY	PO-282986	554.73
133814	HANDWRITING W/O TEARS	PO-283295	176.55
133815	ALDACO, DANELLE	PV-093055	10.17

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133816	BELLANTE, ROZ D	PV-093061	133.92
133817	BETZ, BRIA	PV-093059	71.00
133818	COFFMAN, PATRICIA	PV-093062	19.36
133819	COLLINS, JOHN	PV-093058	75.00
133820	COLLINSWORTH, PAM	PV-093060	38.95
133821	DALTON, BOBBY	PV-093057	13.47
133822	DE GUZMAN, GISELLA	PV-093056	6.00
133823	AZZAZY, AMPARO	PV-093036	49.14
133824	BARRETT, JANET S	PV-093031	227.55
133825	BENHAM, MICHELLE	PV-093032	926.40
133826	BYERS, VICKI	PV-093033	91.36
133827	HANINGER, CORRINE	PV-093039	140.00
133828	HACHEL, JULIE	PV-093034	315.00
133829	JIMENEZ, LETICIA	PV-093035	49.14
133830	PITZEN, SHARLA	PV-093041	51.89
133831	SIGAFOOS, KATHLEEN	PV-093042	250.00
133832	SLIPAKOFF, ROBIN	PV-093044	69.51
133833	SMITH, SHERINE	PV-093045	1,347.81
133834	TURPEL, DIANNE	PV-093046	38.96
133835	VU, TAMI	PV-093047	65.00
133836	WINSTON, LEISA	PV-093048	45.24
133837	CALIFORNIA EDUCATIONAL CENTERS	PV-093037	2,787.92
133838	STYBR, GIGI	PV-093038	392.00
133839	SPRINT/NEXTEL COMMUNICATIONS	CL-081150	306.40
		CL-081151	204.69
		CL-081152	21.54
		CL-081153	172.35
		PV-093043	1,849.50
133840	MC 2	PO-282700	359.00
133841	CAPISTRANO UNIFIED SCHOOL DIST	PO-280222	53,568.98
133842	A.OLEVSKY & K.HODGES	PO-283879	35,000.00
133843	BOWERS MUSEUM OF CUL ART.	PO-283871	560.00
133844	CENTENNIAL HERITAGE MUSEUM	PO-283874	560.00
		PO-283875	880.00
133845	MISSION SAN JUAN CAPISTRANO	PV-093073	428.00
133846	MACMILLAN/MCGRAW-HILL	-	
		PO-081990	19,918.55
		PO-081991	20,628.00
		PO-081993	19,990.97
		PO-081999	28,220.19
		PO-082001	20,159.75
		PO-082006	29,354.80
		PO-082008	23,179.02
		PO-082014	38,497.86
		PO-082015	3,116.91

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Warrant Number	Name of Payee	Reference Number	Amount
133847	MACMILLAN/MCGRAW-HILL	PO-082015	28,061.81
133848	MCGRAW-HILL COMPANIES	CL-081675	575.11
133849	NASCO WEST	PO-281489	320.02
		PO-281863	558.67
		PO-281923	990.45
		PO-282088	1,546.95
133850	OVER NIGHT NUMBERING	PO-280334	37.50
133851	PEARSON EDUCATION	CL-081429	35,089.60
		CL-081430	35,433.59
133852	PEPPER-LOS ANGELES, J W	PO-280958	57.50
133853	RALPHS GROCERY CO	PO-280687	67.06
		PO-280688	40.55
		PO-281749	958.36
		PO-281988	13.96
		PO-282019	32.45
		PO-282374	129.64
		PO-282802	1,113.23
133854	SCHOOL MATE	PO-282476	863.50
		PO-282478	420.00
133855	WAXIE	PO-281180	276.67
		PO-282075	102.58
133856	ZOO PET STORE	PO-281986	99.40
133857	RALPHS GROCERY CO	PO-280104	147.86
		PO-280735	37.92
		PO-280739	102.87
		PO-280817	335.13
		PO-282677	334.32
133858	APPLE COMPUTER INC	PO-283109	1,799.17
133859	BANC OF AMERICA LEASING	PO-280830	915.87
		PO-280832	257.52
		PO-280995	431.00
		PV-093189	215.50
133860	CINTAS CORP	PO-280281	757.38
		PO-281626	60.20
133861	DELL MARKETING L P	PO-282846	1,742.98
		PO-283041	3,981.75
		PO-283042	2,654.49
133862	IKON FINANCIAL SERVICES	PO-280561	964.37
		PO-280821	1,346.89
		PO-280994	533.37
		PV-093074	888.95

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Warrant Number	Name of Payee	Reference Number	Amount
133863	IMAGE 2000	PO-280115	311.60
		PO-280332	1,573.44
		PO-280347	770.07
		PO-282336	551.13
		PO-283411	1,690.73
		PO-283485	606.31
		PO-283727	438.11
133864	MARLIN LEASING	PO-280563	253.21
		PO-280801	290.93
		PO-281268	534.43
133865	MOULTON NIGUEL WATER	PO-280365	4,111.04
133866	ORANGE CTY DEPT EDUC	PO-281775	5,114.14
133867	PAC TYPEWRITER & COMM	PO-280343	111.05
133868	SAN DIEGO GAS & ELECTRIC	PO-280369	51,403.12
133869	SANTA MARGARITA WATER	PO-280346	3,247.12
133870	SHARP ELECTRONICS CORP	PO-282486	307.74
133871	SMART & FINAL	PO-282017	260.33
133872	SO CAL EDISON CO	PO-280363	3,641.95
133873	SO CAL GAS CO	PO-280345	3,949.76
133874	SOLAG / CR&R	PO-281410	196.00
133875	SPARKLETTS	PO-280996	4.01
		PV-093186	2.47
133876	STATE BD EQUALIZATION	PV-093190	4,912.00
133877	TROXELL COMM INC	PO-281640	913.61
		PO-283085	105.86
		PO-283587	105.60
133878	UNITED RENTALS NORTHWEST INC	PO-280357	454.65
133879	XEROX CORPORATION	PO-280440	4,919.78
		PO-283180	32.73
		PO-283542	115.02
133880	SMART & FINAL	PO-281912	85.91
133881	MCMAHAN DESK INC	PO-282091	337.26
133882	SPARKLETTS	PO-282127	6.00
		PO-282128	12.25
		PO-282129	12.43
		PO-282131	6.16
133883	CAPISTRANO UNIFIED SCHOOL DIST	PO-280222	49,823.26
133884	STROUD, KEITH R	PO-283939	3,612.00
133885	AARDVARK CLAY	PO-283279	394.42
133886	ACCREDITING COMM F/SCHLS	PO-283910	600.00
		PO-283911	600.00
133887	ASCD	PO-283912	219.00
133888	BADEN SPORTS INC	PO-281347	279.29

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Warrant Number	Name of Payee	Reference Number	Amount
133889	CDWG Inc	PO-283165	1,917.95
		PO-283436	1,894.25
		PO-283437	677.75
		PO-283440	4,744.24
		PO-283567	677.75
		PO-283568	677.75
		PO-283569	677.75
		PO-283660	1,269.60
		PO-283663	1,355.50
		PO-283671	211.63
133890	COMMUNICATIONS USA	PO-283443	920.07
		PO-283573	135.50
133891	COMPLETE DRUG & DNA TESTING	PO-281196	4,075.00
		PO-281197	1,330.00
133892	COOK EQUIPMENT COMPANY-ORANGE	PO-280916	1,762.00
		PO-283977	121.46
133893	E-ZUP FACTORY OUTLET	PO-283674	673.44
133894	EAGLE	PO-283406	3,200.18
133895	EAGLE COMMUNICATIONS	PO-283261	1,099.26
133896	EBERHARD EQUIPMENT	PO-280914	748.86
133897	EDUCATIONAL RESOURCES	PO-283131	237.89
		PO-283907	45.75
133898	EFILLATE INC	PO-283420	81.61
133899	FOLLETT LIBRARY RESOURCES	PO-281432	5,996.03
		PO-281778	728.82
133900	FORMAL FASHIONS INC	PO-282937	65.00
133901	GOV CONNECTION INC	PO-283003	713.74
		PO-283442	224.12
133902	KELLY PAPER COMPANY	PO-283613	1,117.05
133903	LAKESHORE LEARNING MATLS	PO-282612	418.88
		PO-283069	34.94
133904	LIFETIME MEMORY PRODUCTS INC	PO-282748	95.11
133905	LOCAL JANITORIAL & VACUUM	PO-281459	325.91
133906	ePOLY STAR	PO-283881	4,864.91
133907	CA DEPT OF EDUCATION	PO-283913	1,400.00
133908	LAKESHORE	PO-282360	815.26
133909	HEADSETS.COM	PO-283584	260.59
		PO-283585	108.72
133910	CAMPBELL, MARIA	PV-093192	43.07
133911	EVERETT, SUE	PV-093194	251.00
133912	GUTIERREZ, LILIA	PV-093193	79.00
133913	CAL WEEKLY EXPLORER INC	PO-283566	845.00
		PO-283601	640.00
133914	CENTENNIAL HERITAGE MUSEUM	PO-283903	605.00
133915	KNOTT'S BERRY FARM	PO-283904	150.00

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Warrant Number	Name of Payee	Reference Number	Amount
133916	RSCCD	PO-283905	399.00
133917	AT&T/MCI	PO-280948	27.55
133918	JOHN V. SPEAK	PO-282810	168.91
133919	MARSHALL MUSIC	PO-283253	265.22
133920	MOBILE FLEET WASH	PO-281051	819.00
133921	NATIONWIDE FIRE PROTECTION	PO-281080	1,555.29
133922	OFFICE DEPOT	PO-280182	112.50
		PO-280433	220.23
		PO-280632	295.54
		PO-280639	81.99
		PO-280778	335.86
		PO-280783	316.39
		PO-281784	145.40
		PO-282021	706.47
		PO-282488	135.29
		PO-283238	23.69
		PO-283317	14.48
		PO-283319	937.43
		PO-283405	1,874.85
		PV-093195	284.45
133923	ORANGE COAST PETRO EQUIP	PO-281079	779.09
133924	PEARSON EDUCATION	CL-081414	31,606.76
133925	PSC-PHILIP SERVICES CORP	PO-283652	2,530.74
133926	QUESTAR ASSESSMENT INC	PO-283719	1,648.92
133927	RALPHS GROCERY CO	PO-281597	425.97
133928	READING LIONS CENTER	PO-283095	1,220.07
133929	RICKS TRAILER SUP	PO-271818	2,612.44
		PO-281062	157.50
133930	RUBICON INTERNATIONAL	PO-282436	3,850.00
133931	SCANTRON SERVICE GROUP	PO-280471	1,249.90
		PO-282654	164.86
133932	SCHAEFFER MFG	PO-281375	6,245.18
133933	SCHOOL LOOP	PO-282981	858.00
133934	SHIFFLER EQPT SALES INC	PO-281294	3,031.40
133935	SMARDAN SUPPLY COMPANY	PO-280377	19,675.66
133936	SOUTH COAST FAMILY MEDI CENTER	PO-281141	120.00
		PO-281142	2,805.00
133937	TIFCO INDUSTRIES	PO-281052	3,369.94
133938	UNIQUE SWEEPING	PO-282038	240.00
133939	UNITED TRANSMISSION EXCHANGE	PO-282225	393.13
133940	WAL MART COMMUNITY	PO-283345	233.35
133941	WAL MART COMMUNITY	PO-280686	92.00
133942	YOSEMITE WATER	PO-280998	39.55
133943	OFFICE DEPOT	PO-281765	304.02
133944	RALPHS GROCERY CO	PO-281909	29.21

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Warrant Number	Name of Payee	Reference Number	Amount
133945	OFFICE DEPOT	PO-283203	56.90
133946	RALPHS GROCERY CO	PO-280105	183.25
		PO-280735	352.74
		PO-280737	97.26
		PO-280738	54.32
		PO-280739	457.34
		PO-280740	121.31
		PO-280817	1,128.57
133947	WAL MART COMMUNITY	PO-280726	201.93
		PO-280727	145.93
		PO-280730	112.14
133948	WAL MART COMMUNITY	PO-280683	152.23
133949	AUTISM SPECTRUM CONSULTANTS	PO-280884	5,412.00
133950	AUTISM SPECTRUM THERAPIES	PO-283561	4,212.50
133951	BERG RYAN OD MS ED, JULIE	PO-283554	760.00
133952	BLIND CHILDRENS LRNG CTR	PO-282140	1,251.00
		PO-283553	855.00
133953	CENTER FOR AUTISM &	PO-280026	875.50
133954	EMILY GRIFFITH CENTER	PO-280201	2,717.66
133955	EXCELSIOR YOUTH CENTER	PO-280205	1,474.60
133956	HERITAGE CENTER	PO-280197	1,836.00
133957	JEWELL, LAW OFFICE OF MICHAEL	PO-283887	500.00
133958	KRANTZ, TRICIA ELIZABETH	PO-280103	4,320.00
133959	MARIE KENNEY	PO-283888	36,019.00
133960	MENDE PSY.D, SYLVIA	PO-280427	12,690.00
133961	OAK GROVE INSTITUTE	PO-281682	2,854.94
133962	T DAVIS & ASSOCIATES INC	PO-280500	3,333.40
133963	WEISS MD, DR SIDNEY	PO-280662	760.00
133964	WESTSHIELD ADOLESCENT SERVICES	PO-280239	3,196.73
133965	AON CONSULTING	PO-276302	2,500.00
133966	CROSS COUNTRY EDUCATION	PO-283639	159.00
133967	GALLEY, TAMMI	PV-093196	1,350.00
133968	GREAT BOOKS FOUNDATION	PO-283364	750.00
133969	JESSE BILLAUER ENTERPRISES INC	PO-283609	1,500.00
133970	KIDS FOR CREATIVITY INC	PO-281928	50.00
133971	MEET THE MASTERS	PO-283605	4,183.00
133972	OCC GATE	PO-283745	400.00
133973	OCMAA	PO-283963	300.00
133974	ORANGE COUNTY DEPT OF EDUCATIO	PO-283368	100.00
133975	SAN DIEGO COUNTY SUPT OF SCH	PO-282782	75.00
133976	SZEFTEL MD, ROXY	PO-283562	3,500.00
133977	TEXAS INSTRUMENTS	PO-280623	225.00
133978	TURNAROUND CONSULTING LLC	PO-283697	318.00
133979	ARTINGER, TRACEY	PV-093075	146.25
133980	AVILA, THERESE	PV-093076	140.99

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133981	BARRETT, JAN	PV-093078	200.66
133982	BIEBER, RAYMOND	PV-093079	65.52
133983	BIRKINSHAW, SANDY	PV-093080	277.88
133984	BRANNON, DESIREE	PV-093081	460.98
133985	BROOKMAN, JOSEPH	PV-093083	520.07
133986	BROWN, AMY	PV-093084	166.73
133987	BROWN, SUSAN L.	PV-093085	115.83
133988	BUTLER, SUSAN	PV-093086	490.24
133989	CARDIN, PATTI	PV-093087	212.94
133990	CARMICHAEL, LORI	PV-093088	428.22
133991	CARNAHAN, GAIL	PV-093089	190.71
133992	CASTEEL, JANICE	PV-093091	73.11
133993	COLLINGS, JANICE	PV-093092	163.22
133994	CORRIGAN, MIKE	PV-093093	169.65
133995	CROSS, MINDY	PV-093094	427.64
133996	CUNNINGHAM, CHADWICK	PV-093095	128.12
133997	DARLING, MARTY	PV-093098	417.11
133998	DEWEES, JULIA K	PV-093096	118.17
134020	DISHER, NANCY	PV-093097	59.67
134021	DOUGLAS, TERRI A.	PV-093099	546.39
134022	EFFENBERGER, PATRICIA	PV-093100	165.22
134023	ELKINS, KAREN	PV-093101	170.24
134024	EMARINE, TINA	PV-093102	387.86
134025	EXWORTHY, MARK	PV-093103	373.82
134026	FITZSIMMONS, KATHLEEN	PV-093104	468.00
134027	FLYNN, MARGARET	PV-093105	186.62
134028	FRIEDLANDER, DOROTHY	PV-093106	133.38
134029	GARRISON, SANDRA L.	PV-093107	18.14
134030	GONG, PHOEBE	PV-093109	786.24
134031	GOO, SUSAN	PV-093110	155.03
134032	HARMAN, NANCY	PV-093111	193.64
134033	HAUN, BARBARA	PV-093112	209.43
134034	HERTZ, JANA	PV-093113	251.55
134035	HEUSER, RACHEL	PV-093114	429.39
134036	HIGHTOWER, SHERLIN	PV-093115	168.48
134037	HILL, DAWN	PV-093116	361.53
134038	HITCHMAN, JEANNE	PV-093117	167.90
134039	HODSON, NICHOLAS	PV-093118	125.78
134040	HOGBIN, RICH	PV-093119	105.89
134041	HOLKE, DEBBIE	PV-093120	59.67
134042	HUYNH, TINA	PV-093121	127.53
134043	JARRARD, LISA P	PV-093122	432.90
134044	KELLMAN, KATHLEEN	PV-093124	545.81
134045	KENNEY, VALERIE	PV-093125	42.75
134046	KIMINAS, ANTHONY	PV-093126	211.19

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Warrant Number	Name of Payee	Reference Number	Amount
134047	KIMMELL-CAMOIA, JULIE	PV-093127	377.91
134048	KOPELSON, KATHLEEN	PV-093128	177.26
134049	KRAUSE, MATTHEW	PV-093129	151.52
134050	CARSE, BARBARA	PV-093090	58.50
134051	KECK, DELORES	PV-093123	27.50
134052	GLESENER, PATRICIA	PV-093108	152.00
134053	BROCKMAN, CARY	PV-093082	149.18
134054	MASTERS, MORGAN	PV-093294	18.00
134055	MCKERNAN, CLAIRE	PV-093204	62.00
134056	MENDOZA, RUBEN OR REBECCA	PV-093230	12.00
134057	MORA, DONNA	PV-093223	16.17
134058	MORMILE, MARY-JANE	PV-093226	27.35
134059	MORRIS, FAITH	PV-093229	369.26
134060	O'NEILL, DEBORA	PV-093289	74.34
134061	PANCARIK, ALEC	PV-093211	17.00
134062	PARKER, KATHY	PV-093225	28.52
134063	PONCE, MARCO	PV-093216	15.00
134064	REECE, TIM	PV-093222	20.17
134065	ROBINSON, CAROLE	PV-093215	68.00
134066	RUGH, LUANNA	PV-093291	20.00
134067	SAMAYOA, SIOMARA	PV-093206	68.00
134068	SHAPIRO, BRAD	PV-093212	50.00
134069	SIERRA, ABEL	PV-093228	68.00
134070	SMATHERS, ROXANNE	PV-093217	88.72
134071	SNOWDEN, MARYBETH	PV-093221	138.20
134072	STRICKLAND, GERRY	PV-093210	55.97
		PV-093220	505.76
134073	WESTLING, WAYNE	PV-093224	56.40
134074	WHEELER, HEATHER	PV-093205	143.32
134075	WILBUR, SCOTT	PV-093208	75.35
		PV-093209	121.00
134076	WIRE, GREG	PV-093227	13.47
134077	ZEPEDA, JORGE	PV-093218	63.00
134078	MATAMOROS, ROMY	PV-093292	47.00
134079	MOE, LORI	PV-093295	267.29
134080	THOMPSON, MARK	PV-093265	200.00
134081	ZANABONI, KAREN	PV-093293	50.00
134082	YOGI, STACY	PV-093219	5.39
134083	SPEAR, RUTH	PV-093207	8.66
134084	ABILITATIONS	PO-283089	289.93
		PO-283274	117.54
134085	ACSA/FOUNDATION FOR EDUC	PO-283937	880.00
134086	ASCD	PO-282558	89.00
134087	BETTER BUSINESS RECORDS	PO-281011	150.87
		PO-282134	22.47

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134088	CAL HARDWARE CO	PO-283943	1,105.51
134089	CDWG Inc	PO-283435	2,033.25
134090	COLLEGE BOARD	PO-282155	184.53
134091	COMMERCIAL LANDSCAPE SUP. INC.	PO-280900	51.72
134092	CORPORATE EXPRESS	PO-280119	122.09
		PO-280437	106.09
		PO-280438	60.39
		PO-280785	289.86
		PO-280803	643.64
		PO-280888	83.61-
		PO-282460	447.23
		PO-282737	128.42
		PO-283416	81.46
		PO-283708	127.15
134093	EVERYTHING MEDICAL	PO-283677	1,606.80
134094	GLENCOE A DIV OF	PO-282152	5,314.64
134095	GOV CONNECTION INC	PO-283326	90.06
134096	HIRSCH PIPE & SUPPLY	PO-280350	740.56
134097	HYDRO-SCAPE PRODUCTS INC	PO-280899	880.64
134098	LIFETIME MEMORY PRODUCTS INC	PO-283205	42.00
		PO-283751	59.80
134099	CORPORATE EXPRESS	PO-280133	19.63
134100	GLAXOSMITHKLINE	PO-280212	617.70
134101	BADGER, HOLLY	PV-093234	250.97
134102	BANH, JULIE/NAM	PV-093235	688.20
134103	BECERRA, ANTONIO &/OR DINORAH	PV-093236	331.35
134104	BERGMAN, TODD	PV-093237	150.58
134105	BRESSLER, ERIC & KATHY	PV-093238	122.85
134106	COLCLASER, CAROLEE AND DAVID	PV-093239	261.43
134107	DEANE, WILLIAM &/OR JANICE	PV-093240	477.67
134108	FAZELI, FARIBORZ & SURUR	PV-093241	759.34
134109	GAU, MARY C.	PV-093242	243.25
134110	GUTIERREZ, ALICIA	PV-093243	216.22
134111	HINOJOSA, SALVADOR & NIDIA	PV-093244	97.63
134112	HOGGATT, ROBERT/VERONICA	PV-093245	238.36
134113	JONES, GREG/SHERI	PV-093246	185.76
134114	KESSLER, LISA	PV-093247	240.23
134115	KICHLINE, KEITH & KYLA	PV-093248	481.58
134116	LAW, YUET	PV-093249	446.20
134117	LEE, THOMAS AND/OR DEBBIE	PV-093253	113.73
134118	MACNAMARA, DAN	PV-093255	283.26
134119	MARTIN, PETER/NORMA	PV-093256	431.22
134120	MC ILVAIN, STEPHANIE	PV-093257	87.05
134121	MC LAIN, STEPHEN & MAGDA	PV-093258	131.21
134122	MICHEL, WALTER &/OR NANCY	PV-093259	298.78

Board of Trustees Warrant Listing
===== Fiscal Year: 2008-09 =====
Board of Trustees Meeting.....01/12/09

Warrant Number	Name of Payee	Reference Number	Amount
134123	MIKKELSON, NICOLE	PV-093260	216.08
134124	MORGAN, NANCY	PV-093261	244.23
		PV-093262	139.56
134125	NG, FARIA	PV-093286	454.29
134126	NGUYEN, TRISHA T.	PV-093267	366.45
134127	PRABHU, WILLIAM & MYKA	PV-093268	204.92
134128	PRINGLE, AMANDA	PV-093269	470.91
134129	REDING, CLARE & SHAD	PV-093270	329.94
134130	REYNOLDS, SEAN & SUSAN	PV-093271	359.90
134131	RICHMOND, HEIDI	PV-093273	279.12
134132	ROHDE, JAN &/OR JOY	PV-093274	119.86
134133	ROTH, JAY &/OR KERI	PV-093275	323.81
134134	SMITH, KIMBER	PV-093276	106.01
		PV-093277	111.31
134135	TIERNEY, MICHELLE & TERRENCE	PV-093278	191.16
134136	TRITZ, RICHARD &/OR JULIE	PV-093279	197.97
134137	VALENTA, RICHARD &/OR CLAUDIA	PV-093280	446.48
134138	WALKER, TRENT & MISTY	PV-093281	350.37
134140	WATSON, MALISSA	PV-093263	168.06
		PV-093264	140.05
		PV-093266	110.37
134141	WERTHEIM, CAROLYN	PV-093284	341.60
		PV-093285	398.53
134142	GLASSEN, NINA	PV-093290	526.33
134143	ANTONATOS, ROSE MARIE	PV-093252	294.00
134144	BEEKMAN, MICHAEL	PV-093250	28.24
134145	BESF-BERGESON ELEMENTARY	PV-093251	172.80
134146	JOURNEY CHARTER SCHOOL	PO-280489	61,470.00
134147	MARSH RISK & INSURANCE SERVICE	PO-280225	10,000.00
134148	RELIANCE STANDARD LIFE INS CO	PO-280217	14,752.50
134149	VISION SERVICE PLAN	PO-280219	79,980.46
134150	ORANGE CTY DEPT EDUC	PO-282658	442.50
712 Warrants			\$6,258,281.36

**Capistrano Unified School District
Bids/Contracts**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
A-Z Bus Sales, Inc.	Waterford USD School Bus Bid	12/11/2006
A&R Wholesale Distributors, Inc.	Bid No. 0708-21 Grocery Products	5/12/2008
A&R Wholesale Distributors, Inc.	Bid No. 0708-24 Snack and Beverage Products	5/12/2008
Achieve! Data Solutions, LLC	RFP No. 7-0708 Instructional Student Assessment Data Management System	2/11/2008
American Logistics Co., LLC	Bid No. 0607-06 Outsource Transportation Services	9/11/2006
ASR Food Distributors, Inc.	Bid No. 0708-22 Produce	5/12/2008
Ball Park Pizza Team, Inc.	Bid No. 0809-03 Pizza Service	11/3/2008
Berkeley Street Beverage Company	Bid No. 0708-23 Frozen Beverage Service	6/16/2008
Blue Bird Corporation	Waterford USD School Bus Bid	12/11/2006
Brandon Advertising, Inc. dba Amore Pizza	Bid No. 0809-03 Pizza Service	11/3/2008
Cabral Roofing & Waterproofing Corporation	Bid No. 0809-06 Roof Repair & Maintenance	7/21/2008
California Hazardous Services, Inc.	Bid No. 0809-05 Phase II Enhance Vapor Recovery Upgrade for Gasoline Dispensers	8/11/2008
CDW Government, Inc.	Bid No. 0607-13 Audio Visual Equipment	6/25/2007
CDW Government, Inc.	California Multiple Award Schedule Contract No. 3-06-70-0793C, Purchase of Computer-Related Hardware and Networking Equipment	8/13/2007
Coca-Cola Bottling Group of Southern California	Bid No. 0708-08 Vending And Beverage Service	11/5/2007
Collins & Aikman Floorcoverings, Inc.	Bid No. 0708-05 Flooring Materials and Installation	6/25/2007
Commercial Fence & Iron Works, Inc.	Bid No. 0708-04 Fencing Materials, Repair, and Installation	6/25/2007
Consolidated Electrical Distributors, Inc.	Bid No. 0708-03 Electrical Supplies & Materials	6/25/2007
Culver Newlin	Newport-Mesa USD Bid No. 104-07, Purchase of Classroom and Office Furniture	5/7/2007
David Taussig & Associates, Inc.	Bid No. 5-0708 Special Tax Consulting Services for Public Financing	4/21/2008
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008

**Capistrano Unified School District
Bids/Contracts**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
Edge Development, Inc.	Bid No. 0607-12 Installation of Synthetic Field Turf at San Juan Hills High School	4/2/2007
Edge Development, Inc.	Bid No. 0405-11 San Juan Hills High School	4/28/2005
Empyrean Plumbing, Inc.	Bid No. 0809-07 Installation of Fire Hydrant at Capistrano Valley High School	11/3/2008
ePoly Star, Inc.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
Galasso's Bakery	Bid No. 0809-02 Bakery Products	8/11/2008
GC Builders, Inc.	Bid No. 0607-18 Construction of San Clemente High School Auxiliary Gym & Pool Building	6/25/2007
Gilbert & Stearns, Inc.	Bid No. 0708-02 Electrical Service	6/25/2007
Gold Coast Tours	Bid No. 0708-09 Co-Curricular Bus Service	9/10/2007
Gold Star Foods	Bid No. 0708-18 Frozen Food Products	3/10/2008
Gold Star Foods	Bid No. 0708-21 Grocery Products	5/12/2008
Gov Place	California Multiple Award Schedule Contract No. 3-06-70-0920H, Purchase Electronic Data Processing and Telecommunications Good and Services	11/14/2005
Hardy & Harper, Inc.	Bid No. 0708-01 Asphalt Paving, Sealcoating and Repair	6/25/2007
HCH Constructors-Managers, Inc.	Bid No. 0708-19 Sitework and Infrastructure for Installation of 2-Story Modular Classroom Buildings, Restroom Buildings and Shade Structures at San Juan Hills High School	6/16/2008
HMC Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Hollandia Dairy	Bid No. 0708-17 Milk and Dairy Products	3/10/2008
JJ Managment Company dba Jo Jo's Pizza Kitchen	Bid No. 0809-03 Pizza Service	11/3/2008
Jones-Campbell	Glendale USD P16-04/05, Purchase of Classroom and Office Furniture and Equipment	5/23/2005
LPA, Inc.	RFP No. 2-0506 Architectural Services	10/16/2006
Mepco Services, Inc.	Bid No. 0708-16 San Juan Hills High School Stadium - Phase II	2/11/2008
Modular Structures, Inc.	Bid No. 0405-09 Single Story & Two-Story Relocatable Buildings Districtwide	10/18/2004
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007
Office Depot	Santa Ana USD Bid NO. 8-06, Purchase of School Paper Supplies	5/7/2007
Office Depot	Santa Ana USD Bid No. 12-08, Purchase of Instructional Supplies	7/21/2008
P&R Paper Supply Co.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008

**Capistrano Unified School District
Bids/Contracts**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
Pacific Mobile Home Construction, Inc.	Bid No. 0708-07 Movement of Relocatable Buildings	6/25/2007
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 0708-06 Plumbing Service	6/25/2007
Palomar Grading & Paving, Inc.	Bid No. 0607-10 Construct Roadway Improvements to Avenida La Pata	4/2/2007
Paul C. Miller Construction Co., Inc.	Bid No. 0708-26 San Clemente High School Upper Campus Science Classroom Conversion and Staff Restroom ADA Upgrades	12/8/2008
Penny Vision LLC/Circle Venture LLC dba Pizza Hut, Inc.	Bid No. 0809-03 Pizza Service	11/3/2008
Petro Diamond Incorporated	Bid No. 123-07 Multi-District Cooperative Fuel Bid (Gasoline and Diesel)	8/13/2007
PJ of Orange County One, LP dba Papa John's Pizza	Bid No. 0809-03 Pizza Service	8/11/2008
PJHM Architects	RFP No. 2-0506 Architectural Services	10/16/2006
Planning Center (The)	RFP - On-Call Environmental Consulting Services for School Construction, Modernization and Other Activities	6/25/2007
Prime Painting Contractors, Inc.	Bid No. 0708-11 Painting	6/25/2007
Roadways International, Inc.	Bid No. 0708-09 Co-Curricular Bus Service	9/10/2007
S.C. Fuels (Southern Counties Oil Company)	Bid No. 123-07 Multi-District Cooperative Fuel Bid (Gasoline and Diesel)	8/13/2007
Solag/CR&R, Inc.	Bid No. 0607-05 Service to Collect, Recycle & Dispose of Solid Waste Districtwide	7/11/2006
Southwest School Supply	Santa Ana USD Bid No. 12-08, Purchase of Instructional Supplies	7/21/2008
Sparkletts	County of Orange's Bottled Water Contract No. X2000000357	2/7/2005
Sprint/Nextel	California Strategically Sourced Wireless Contracts No. 1S-05-58-01	2/13/2006
S-W Compressors	RFP No. 1-0708 Temporary Compressed Natural Gas Fueling Station	12/10/2007
Sysco Food Services of L.A.	Bid No. 0708-21 Grocery Products	5/12/2008
Transportation Charter Services, Inc.	Bid No. 0708-09 Co-Curricular Bus Service	9/10/2007
Troxell Communications, Inc.	Bid No. 0607-13 Audio Visual Equipment	6/25/2007
U.S. Foodservice, Inc.	Bid No. 0708-21 Grocery Products	5/12/2008
UltraSystems	RFP - On-Call Environmental Consulting Services for School Construction, Modernization and Other Activities	6/25/2007
USA Shade & Fabric Structures, Inc.	Bid No. 0708-13 Shade Structures	6/25/2007

**Capistrano Unified School District
Bids/Contracts**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
Valiant IMC	Bid No. 0607-13 Audio Visual Equipment	6/25/2007
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Verizon Wireless	California Strategically Sourced Wireless Contracts No. 1S-05-58-02	2/13/2006
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
WCS/CA, Inc.	Orange County Department of Education Resolution No. 0203-76, Labor Compliance Program	3/10/2003
West-Lite Supply Co., Inc.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
WLC Architects, Inc.	RFQ No. 3-0708 Architectural Services for Districtwide Facilities Master Plan	2/25/2008
Xerox Corporation	RFP No. 1-0506 Total Intergrated Printing Solution	10/17/2005

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: A. Woodrow Carter, Superintendent

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

SUBJECT: **APPROVAL: DONATION OF FUNDS/EQUIPMENT**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

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

FINANCIAL IMPLICATIONS

Items other than cash gifts have no financial impact on the budget. Gifts of cash provide additional funds in the amount of \$160,251.14 for District schools and will be reflected in the appropriate accounts in the 2008/09 budget.

STAFF RECOMMENDATION

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

<u>Donated By</u>	<u>Amount</u>	<u>For</u>	<u>School</u>
Ambuehl Elementary	\$3,030.00	Field Trip Admission	Ambuehl Elementary
Ambuehl Elementary	\$3,060.00	Field Trip Admission	Ambuehl Elementary
Arroyo Vista Science Booster Club	\$30,000.00	5th Grade Science Camp	Arroyo Vista Elementary
Education for the Children, Inc.	\$19,294.80	Supplies, Upgrade Technology, & Reading Program	Arroyo Vista Elementary
Bathgate Elementary PTA	\$200.00	Sports Program	Bathgate Elementary
United Way	\$27.30	School Supplies	Bathgate Elementary
Concordia Elementary PTA	\$12,829.66	Upgrade Technology	Concordia Elementary
Well Fargo Foundation	\$153.60	Supplies	Crown Valley Elementary
Ladera Ranch Elementary PTA	\$1,275.00	Meet the Masters	Ladera Ranch Elementary
Las Flores Elementary PTA	\$1,041.00	1st Grade Field Trip	Las Flores Elementary
Las Flores Elementary PTA		Donation of Canon Copier/Printer	Las Flores Elementary
Lazof Family Foundation	\$500.00	Percussionist	Las Palmas Elementary

Approval: Donation of Funds/Equipment

January 12, 2009

Page 2

<u>Donated By</u>	<u>Amount</u>	<u>For</u>	<u>School</u>
P.M./R.M. Turner	\$500.00	Percussionist	Las Palmas Elementary
Knuckles Inc.	\$620.00	Percussionist	Las Palmas Elementary
Blanche March Foundation	\$14,000.00	Mind Institute Program	Malcom Elementary
Moulton Elementary PTA	\$695.00	Assembly "Body Works"	Moulton Elementary
Moulton Elementary PTA	\$6,000.00	Reading Intervention Teacher	Moulton Elementary
Moulton Elementary PTA	\$200.00	Assembly "Donna O'Neil"	Moulton Elementary
Moulton Elementary PTA	\$400.00	Assembly "Pierre Cruzotte"	Moulton Elementary
Suzanne/Mark Stucky	\$856.00	School Supplies	Moulton Elementary
Donna Levine	\$6.00	School Supplies	Moulton Elementary
Oso Grande Elementary PTA	\$842.00	3rd Grade Field Trip	Oso Grande Elementary
Philip Reilly Elementary PTA	\$6,615.00	Field Trips	Reilly Elementary
Vista del Mar Elementary PTA	\$1,150.00	Assemblies	Vista del Mar Elementary
Vista del Mar Elementary PTA	\$500.00	Assemblies	Vista del Mar Elementary
Wood Canyon Elementary PTA	\$220.82	Library Materials	Wood Canyon Elementary
Wood Canyon Elementary PTA	\$500.00	Riso Supplies	Wood Canyon Elementary
Edison International	\$750.00	Technology	Bernice Ayer Middle School
Education for the Children, Inc.	\$15,457.84	Instructional Materials	Las Flores Middle School
Assistance League of Capistrano Valley	\$500.00	Books, Audio Books	Las Flores Middle School
Assistance League of Capistrano Valley	\$272.90	Digital Camera	Las Flores Middle School
Assistance League of Capistrano Valley	\$399.60	Headphones	Las Flores Middle School
Assistance League of Capistrano Valley	\$500.00	Vocabulary Cartoons	Las Flores Middle School
Ocean Services	\$245.26	Supplies	Las Flores Middle School
The Brown Family	\$100.00	Staff Development	Newhart Middle School
John Cummings	\$230.76	Staff Development	Newhart Middle School
Brad Robitaille	\$403.86	Staff Development	Newhart Middle School
Steve Zoerner		Donation of baseball apparel	Newhart Middle School
Ed Blair/Donna Bolton		Donation of a Saxophone	Niguel Hills Middle School
Beate Shambaugh		Donation of Supplies	Niguel Hills Middle School
Marsha Bardwell	\$500.00	Library Materials	Aliso Niguel High School
Exxon Mobil Corporation	\$500.00	Instructional Supplies	Capistrano Valley High School
Suzanne/Noem Goldman		Donation of a Treadmill	Capistrano Valley High School
Cox Cares	\$200.00	Instructional Supplies	Dana Hills High School
Well Fargo Foundation	\$120.00	Instructional Supplies	Dana Hills High School
San Clemente High School PTSA	\$10,500.00	Instructional Supplies	San Clemente High School
Education for the Children, Inc.	\$25,054.74	Instructional Materials	Tesoro High School

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 15, 2008

TO: A. Woodrow Carter, Superintendent

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



SUBJECT: **APPROVAL FOR REQUEST OF ALLOWANCE OF ATTENDANCE DUE TO
EMERGENCY CONDITIONS – MARBLEHEAD ELEMENTARY SCHOOL**

BACKGROUND INFORMATION

California Education Code Sections 46392 and 41422 allows school districts to apply to the State for attendance credit when a district experiences a material decrease in attendance because of emergency conditions as a result of fire, flood, impassable roads, epidemic, earthquake, safety hazard, a non-district transportation service strike or a military threat.

Marblehead Elementary School experienced severe flood damage to classrooms due to a major water line eruption that occurred on Saturday, December 6, 2008. The fire department was called to assist district personnel in the cleanup. Repairs continued through Monday as temporary classrooms were set up at different locations on the campus. The school was closed to students on Monday, December 8, 2008.

CURRENT CONSIDERATIONS

This agenda item requests Board consideration for Waiver approval from the California Department of Education to disregard this day in the computation of average daily attendance (ADA) (per section 41422) and obtain credit for instructional time for the day and the instructional minutes that would have been regularly offered on December 8, 2008.

The required State documents for claiming the material decrease in attendance on December 8, 2008, at Marblehead Elementary school are attached as Exhibit A. The affidavit portion of the attachment will be filed with the County Superintendent of Schools and subsequently the State of Public Instructions.

FINANCIAL IMPLICATIONS

The potential financial impact of lost average daily attendance for Marblehead Elementary school is estimated to be \$25,064.

STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees approve the required J-13A affidavit, Exhibit A, and authorize its filing with the County Superintendent of Schools and the Superintendent of Public Instruction for a material decrease in attendance at Capistrano Unified School District, Marblehead Elementary School for December 8, 2008.

**REQUEST FOR ALLOWANCE OF ATTENDANCE
BECAUSE OF EMERGENCY CONDITIONS
Form J-13A (Rev. 01-05)**

School District (or Charter School) Name: CAPISTRANO UNIFIED SCHOOL DISTRICT

School District (or Charter School) Address: 33122 Valle Road,
San Juan Capistrano, CA 92675

County-District Code: 30-66464

County Name: Orange

This form replaces the Form J-13A (Rev. 4-90) and should be used to obtain approval of attendance and instructional time credit under one or more of the following conditions:

- When one or more schools were closed because of conditions described in *Education Code* Section 41422
- When one or more schools were kept open but experienced a material decrease in attendance because of conditions described in *Education Code* Section 46392
- When attendance records have been lost or destroyed as described in *Education Code* Section 46391

Approved credit for instructional time may be used in conjunction with regular instructional days to satisfy the requirements of *Education Code* Section 37202 (equal length of instructional time among schools within a district).

A separate form should be submitted for each emergency event, but credit may be requested for more than one school and under one or more of the foregoing conditions on the same form. Each separate form must include the affidavit of the governing board members and the county superintendent before it can be approved by the State Superintendent of Public Instruction.

The original form (with the board members' affidavit) and two copies should be filed with the county superintendent of schools. If the county superintendent approves the request, he or she should execute the affidavit certifying that approval and forward all pages of the original and one copy of the form to:

Terri Emery
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814

This form consists of five preprinted pages. Pages 1 and 5 (5C for charter schools) must accompany all submissions. Page 4 (Lost or Destroyed Attendance Records) will not need to be submitted by most districts. Multiple copies of Pages 2 and/or 3 may have to be submitted when claims are made on a school-by-school basis.

SCHOOL CLOSURE

Nature of Emergency (describe):

Marblehead Elementary school site experienced severe flood damage to classrooms due to a major water line eruption that occurred on Saturday, December 6, 2008. The fire department was called to assist district personnel in the cleanup during the weekend. Repairs continued through Monday as temporary classrooms were set up at different locations on the campus. It was necessary to cancel classes for students on Monday, December 8, 2008.

Students returned to class on December 9, 2008.

Name of School(s): Marblehead Elementary
(if request covers all schools, write "all schools")

School Code(s): 30-66464-6118654.

We request that apportionments be maintained and instructional time credited for the above named school(s) without regard to the fact that the school(s) were closed on (dates):

December 8, 2008

because of the described emergency. Approval of this request authorizes the local educational agency to disregard these days in the computation of average daily attendance (ADA) (per Section 41422) and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *Education Code* Section 46200, et seq.

If the school closure resulted from a power outage or impassable roads caused by inclement weather, state the number of school closure days for the same conditions in each of the last five years:

AFFIDAVIT OF GOVERNING BOARD MEMBERS

We, members constituting a majority of the governing board of the CAPISTRANO UNIFIED _____ school district, hereby swear (or affirm) that the foregoing statements are true and are based on official district records.

 Ellen M. Addonizio, President

 Michael S. Winsten, Vice President

 Larry J. Christensen, Clerk

 Jack R. Brick, Member

 Anna Bryson, Member

 Ken Maddox, Member

 Sue Palazzo, Member

Printed Names

Signatures

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this 12 day of January, 2009.
 Signature, Title _____ Superintendent
 of Orange County, California

Contact/Individual responsible for preparing this form:

Name: Kristofer R. Pitman Title: Executive Director, Fiscal Services
 Phone: (949) 234-9317 Fax : (949) 493-3728 E-mail: krpitman@capousd.org

.....
AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

Signature, County Superintendent of Schools _____
 Date: _____

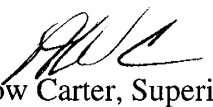
Subscribed and sworn (or affirmed) before me, this _____ day of _____, 2____.
 Signature, Title _____
 of _____ County, California


Contact/Individual responsible for preparing this form:

Name: _____ Title: _____
 Phone: _____ Fax : _____ E-mail: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO:  A. Woodrow Carter, Superintendent

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

SUBJECT: **APPROVAL: FINAL ACCEPTANCE AND NOTICE OF
COMPLETION BID NO. 0708-07 – MOVEMENT OF RELOCATABLE
BUILDINGS – PACIFIC MOBILE HOME CONSTRUCTION, INC.**

BACKGROUND INFORMATION

On June 25, 2007, a bid to move, refurbish, repair or remodel relocatable buildings was awarded to Pacific Mobile Home Construction, Inc. for the 2007/08 school year. A 12-month extension, as allowed under California Education Code 17596, was granted by the Board on May 12, 2008, for the 2008/09 school year.

CURRENT CONSIDERATIONS

This agenda item pertains to the acceptance of work completed to date at Newhart Middle School. All work has been inspected and completed to the satisfaction of staff, and the contractor now wishes to receive its 10% retention, which is currently being held by the District, Exhibit A.

FINANCIAL IMPLICATIONS

The completed work totals \$47,998.14, which was paid from CFD 87-1 Mission Viejo funds. The District is holding a retention of \$4,799.81. In order to pay the retention on this work, it is necessary to file a final Notice of Completion, Exhibit B.

STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees approve filing a final Notice of Completion for movement of relocatable buildings at Newhart Middle School that has been completed, shown in Exhibit A, in order to pay Pacific Mobile Home Construction Inc., the retention that has been withheld.

Pacific Mobile Home Construction, Inc.

RECAP – January 12, 2009

SITE	DESCRIPTION	ACCOUNT NO.	AMOUNT	10% RETENTION	INVOICE
Newhart Middle School	Tear down, transport and re-set 24x40 classrooms	6274-990-24-963	\$25,798.14	\$ 2,579.81	184170
“	“	“	\$11,100.00	\$ 1,110.00	184177
“	“	“	\$11,100.00	\$ 1,110.00	184179
		TOTAL	\$47,998.14	\$ 4,799.81	


EXHIBIT A


This is an ORIGINAL [This space is for recorder's use only]

**Capistrano Unified School District
T. Fluent – Purchasing Department
33122 Valle Road
San Juan Capistrano, CA 92675**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO:  A. Woodrow Carter, Superintendent

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

SUBJECT: **APPROVAL: AUTHORIZATION TO UTILIZE BID NO. 209-4 –
PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT FOR THE
PURCHASE OF INSTRUCTIONAL AND OFFICE SUPPLIES**

BACKGROUND INFORMATION

School district governing boards have the authority to “piggyback” on another public agency’s bid, per Public Contract Code Section 20118, when it is determined to be in the best interest of the District. It is often advantageous for a district to utilize piggyback bids when contract items are identical to the District’s specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain.

Per Board Policy 3310, the District may lease data processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, or other personal property without advertising for bids by utilizing another public agency’s contract.

The District has reviewed the awarding public agency’s bid carefully and, in particular, the following items:

1. Verification of advertisement.
2. The specific terms and conditions of the bid including the clause which gave notice to potential bidders that other agencies may purchase/lease identical items at the same prices and upon the same terms and conditions.
3. The award of contract (copy of the agenda item explaining the award).
4. Verification that the awarding agency actually purchased/leased the personal property.
5. Extensions of the contract, if any.

6. That the awarded bid contract price is verified to the degree possible to be at or lower than what the District could have otherwise obtained.
7. That the bid price received by another public agency's contract has been determined not to be a conflict of interest on the part of the District or violate Capistrano Unified School District Board Policy 9270.

CURRENT CONSIDERATIONS

This agenda item pertains to the authorization to utilize Bid No. 209-4 – Placentia-Yorba Linda Unified School District for the purchase of instructional and office supplies from Southwest School Supply. Utilizing this bid will enable the District to procure the necessary supplies for our school sites and districtwide with competitive contract pricing. Contract documents are on file in the Purchasing Department.

FINANCIAL IMPLICATIONS


There are no financial implications connected with this agenda item.

STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees authorize utilizing Bid No. 209-4 – Placentia-Yorba Linda Unified School District for the purchase of instructional and office supplies from Southwest School Supply under the same terms and conditions of the public agency's contract.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO:  A. Woodrow Carter, Superintendent

FROM: Suzette Lovely, Deputy Superintendent, Personnel Services

SUBJECT: **CLASSIFIED PERSONNEL ACTIVITY**

BACKGROUND INFORMATION

This agenda item supports the employment, separation, and assignment adjustments of classified employees.

FINANCIAL IMPLICATIONS

Funds for these positions, activities and services are earmarked through site categorical monies, general funds, or capital projects.

STAFF RECOMMENDATION

It is respectfully recommended that Board approve this classified employment/separation list.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING January 12, 2009
CLASSIFIED EMPLOYEES

ACCEPTED RESIGNATIONS/TERMINATIONS

<u>NAME</u>	<u>POSITION</u>	<u>REASON</u>	<u>DATE OF EMPLOYMENT</u>	<u>DATE OF SEPARATION</u>
1. Atkins, Holly	Independence Facilitator	Voluntary	09/24/07	10/21/08
2. Bischoff, Heidi	Independence Facilitator	Voluntary	11/28/07	01/09/09
3. Bonanno, George	Food Service Worker	Voluntary	09/26/08	10/30/08
4. Bracamontes, Raul	Job Technician	Voluntary	03/14/05	12/30/08
5. Campbell, Melissa	Instructional Asst – Preschool	Other Employ	09/04/07	09/12/08
6. Colobatto, Jennifer	Instructional Asst – Sp Ed	Moving	04/14/08	12/09/08
7. Geller, Vikki	Health Asst	Other Employ	11/14/05	11/14/08
8. Humphrey, Lisa	Preschool Teacher	Voluntary	11/29/07	10/03/08
9. Linares, Lisa	Preschool Teacher	School	08/25/04	01/16/09
10. Luis-Martinez, H.	Bilingual Community Services Liaison	Other Employ	10/27/08	11/21/08
11. Magallon, Jaziel	IBI Asst/Tutor	Other Employ	05/23/07	12/01/08
12. Noyes, William	Custodian I	Retirement	11/08/99	12/31/08
13. Ziegler, Jill	Independence Facilitator – Autism	Voluntary	09/02/08	12/19/08

APPROVE EMPLOYMENT

<u>NAME</u>	<u>POSITION-PART TIME</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
14. Anderson, Kathleen	Preschool Teacher (9mo/30hpw)	\$18.48 hr	R31-1	11/20/08
15. Brown, Vanessa	Instructional Asst – Sp Ed (9mo/17.5hpw)	\$14.78 hr	R20-2	12/09/08
16. Curtin, Joayn	Instructional Asst (9mo/17.5hpw)	\$14.08 hr	R20-1	12/11/08
17. Danna, Mary	Instructional Asst – Sp Ed (9mo/17.5hpw)	\$14.08 hr	R20-1	12/01/08
18. Gevaairgian, Angela	Independence Facilitator – Sp Ed (9mo/17.5hpw)	\$16.31 hr	R22-3	11/19/08
19. Hill, Kylie	Independence Facilitator- Sp Ed (9mo/35hpw)	\$14.79 hr	R22-1	12/15/08
20. Klimuck, Wendi	Food Service Worker (9mo/10hpw)	\$12.14 hr	R14-1	12/08/08
21. Lorincz, Teresa	Food Service Worker (9mo/15hpw)	\$12.14 hr	R14-1	11/12/08
22. Storrer, Christin	Instructional Asst – Sp Ed (9mo/17.5hpw)	\$14.08 hr	R20-1	01/05/09

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING January 12, 2009
CLASSIFIED EMPLOYEES

APPROVE EMPLOYMENT

<u>NAME</u>	<u>POSITION-SUBSTITUTE</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
23. Berzon, Susan	Student Supervisor	\$10.00 hr		11/21/08
24. Borrego, Ernesto	Food Service Worker	\$12.14 hr	R14-1	12/03/08
25. Comes, Carla	Instructional Asst	\$13.74 hr	R19-1	12/01/08
26. Dybdahl, Laurie	Student Supervisor	\$10.00 hr		11/19/08
27. Fantasia, Sarah	Instructional Asst	\$13.74 hr	R19-1	10/30/08
	Instructional Asst – Sp Ed	\$14.08 hr	R20-1	
	Independence Facilitator	\$14.79 hr	R22-1	
28. Fascenelli Camp, Kathy	Food Service Worker	\$12.14 hr	R14-1	12/05/08
29. Haqnegan, Natascha	Student Supervisor	\$10.00 hr		12/08/08
30. Higgins, Robyn	Student Supervisor	\$10.00 hr		12/05/08
31. Jamora, Lourdes	Food Service Worker	\$12.14 hr	R14-1	10/18/08
	Student Supervisor	\$10.00 hr		09/18/08
32. Linares, Lisa	Preschool Teacher	\$18.48 hr	R31-1	01/19/09
33. Lindemuth, Brittany	Food Service Worker	\$12.14 hr	R14-1	11/17/08
34. Palmer, Lori	Instructional Asst	\$13.74 hr	R19-1	11/19/08
	Instructional Asst – Preschool	\$14.08 hr	R20-1	
	Independence Facilitator – Sp Ed	\$14.79 hr	R22-1	
35. Regan, Mary	Food Service Worker	\$12.14 hr	R14-1	12/4/08
36. Ruvalcaba, Gullermina	Food Service Worker	\$12.14 hr	R14-1	12/02/08
37. Ziegler, Jill	Instructional Asst	\$13.74 hr	R19-1	01/05/09
	Independence Facilitator	\$14.79 hr	R20-1	

<u>NAME</u>	<u>POSITION-EXEMPT</u>	<u>SALARY</u>	<u>EFFECTIVE DATE</u>
38. Benitez, Janet	Student Worker	\$ 8.00 hr	10/31-06/30/09
39. Gutierrez, Laura	Student Supervisor	\$10.00 hr	11/13/08
40. Lohrbach, Michelle	Student Supervisor	\$10.00 hr	11/05/08

APPROVE ASSIGNMENT ADJUSTMENT

<u>NAME</u>	<u>ASSIGNMENT ADJUSTMENT</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
41. Frey, Deborah	Nursing Specialist (9mo/30hpw)	\$35.05 hr	R51-4	12/08/08
42. Harnish, James	High School Campus Supervisor (9mo/19.5hpw)	\$16.73 hr	R25-2	12/08/08

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING January 12, 2009
CLASSIFIED EMPLOYEES

APPROVE ASSIGNMENT ADJUSTMENT

<u>NAME</u>	<u>ASSIGNMENT ADJUSTMENT</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
43. Leetch, Stephen	Independence Facilitator (9mo/30hpw)	\$15.53 hr	R22-2	12/01/08
44. Lies, Karen	Food Service Cashier (9mo/12hpw)	\$12.76 hr	R16-1	09/02/08

APPROVE ADDITIONAL ASSIGNMENT

<u>NAME</u>	<u>ADDITIONAL ASSIGNMENT</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
45. Moore, Kelli	Middle School Library Media Tech (TAA NTE 35hrs)	\$16.33 hr	R26-1	10/24-12/09/08
46. Smith, Christine	Middle School Library Media Tech (TAA NTE 35hrs)	\$20.84 hr	R26-6	10/24-12/09/08
47. Young, Sue	Middle School Library Media Tech (TAA NTE 25hrs)	\$16.33 hr	R26-1	10/24-12/09/08

APPROVE TAA PAY @ REGULAR RATE OF PAY

<u>NAME</u>	<u>ADDITIONAL ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
48. Burton, Irma	Bilingual Instructional Asst (TAA NTE 10hrs)	10/01-06/18/09
49. Cintas, Sylvia	Elementary School Office Manager (TAA NTE 10hrs)	10/01-06/19/09
50. Criscione, Charleen	Instructional Asst (TAA NTE 50hrs)	10/17-12/31/08
51. Forbes, Kathryn	Instructional Asst (TAA NTE 2hpw)	09/22-06/18/09
52. Graf-Barker, Angelika	Food Service Cashier (TAA NTE 18.75hpw)	11/01-12/31/08
53. Jackes, Annette	Middle School Campus Supervisor (TAA NTE 1hr)	10/14/08
54. Martinez, Zonia	Bilingual Instructional Asst (TAA NTE 40hrs)	11/01-06/19/09

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING January 12, 2009
CLASSIFIED EMPLOYEES

APPROVE TAA PAY @ REGULAR RATE OF PAY


<u>NAME</u>	<u>ADDITIONAL ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
55. Mohammadi, Lili	Instructional Asst – ELD (TAA NTE 3.5hrs)	10/10/08
56. Moreno, Lisa	Bilingual Instructional Asst (TAA NTE 400hrs)	12/08-01/18/09
57. Morgan, Susan	Instructional Asst (TAA NTE 20hrs)	11/19-12/31/08
58. Neumiller, Nora	Bilingual Clerk (TAA NTE 34hrs)	10/01-06/18/09
59. Parson, Alma	School Clerk II (TAA NTE 2hrs)	10/11/08
60. Stocksdale, Carol	Instructional Asst – Science (TAA NTE 150hrs)	03/01-04/10/09

APPROVE PROMOTION

<u>NAME</u>	<u>PREVIOUS ASSIGNMENT</u>	<u>PROMOTED TO</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
61. Ibara, Amy	Instructional Asst – Preschl (9mo/12hpw)	Preschool Teacher (9mo/30hpw)	\$18.48 hr	R31-1	01/05/09
62. Massaro, M.	Instructional Asst – Sp Ed (9mo/17.5hpw)	Independence Facilitator (9mo/17.5hpw)	\$15.53 hr	R22-2	09/02/08

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO:  A. Woodrow Carter, Superintendent
FROM: Suzette Lovely, Deputy Superintendent, Personnel Services
SUBJECT: **CERTIFICATED PERSONNEL ACTIVITY**

BACKGROUND INFORMATION

This agenda item supports the employment, separation, and additional assignments of certificated employees.

FINANCIAL IMPLICATIONS

Funds for these positions, assignments, and services are earmarked through site categorical monies and/or general funds.

STAFF RECOMMENDATION

It is respectfully recommended that Board approve this certificated employment/separation list.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, January 12, 2009
CERTIFICATED EMPLOYEES

ACCEPT RESIGNATIONS/TERMINATIONS

<u>NAME</u>	<u>POSITION</u>	<u>REASON</u>	<u>DATE OF EMPLOYMENT</u>	<u>DATE OF SEPARATION</u>
1. Brusuelas, James	Teacher	End of Assignment	08/27/08	11/21/08
2. Faktorovich, Anna	Sub Teacher	Moving	10/16/08	12/19/08

APPROVE EMPLOYMENT

<u>NAME</u>	<u>1st YEAR TEMPORARY</u>	<u>ANNUAL SALARY</u>	<u>COLUMN/ STEP</u>	<u>EFFECTIVE DATE</u>
3. Enmeier, Mark	Teacher	\$48,899	A-1	11/01/08
4. Hodson, Nicholas	Teacher	\$51,344	B-1	02/02/09

APPROVE HOME/HOSPITAL TEACHERS

5. Pillar, Vicki	Pay @ \$35.00 per hour	6. Young, Stuart
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APPROVE ADULT EDUCATION TEACHERS

7. Easley, Mary Ann	Pay @ \$29.00 per hour
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APPROVE ADULT EDUCATION SUBSTITUTE TEACHERS

8. Carlson, Greg	Pay @ \$29.00 per hour	9. Cristman, Merideth
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APPROVE SUBSTITUTE COUNSELOR

10. Alcocer, Lorie	Pay @ daily per diem rate of \$275.14
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CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, January 12, 2009
CERTIFICATED EMPLOYEES

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

11. Amadi, Sebastian	32. Houts, Kimberly
12. Arnold, Sara	33. Ketcham, Derek
13. Arroyo, Gwendolyn	34. Lavell, Stacey
14. Benner, Randi	35. Loney, Darren
15. Bergerson, Kathleen	36. Macare, Kimberly
16. Boulware, Susan	37. Martel, Nathan
17. Brown, Charlaine	38. Moncino, Elaine
18. Buckhalter, Fred	39. O'Meara, Deborah
19. Cheowanich, Hollie	40. Paguette, Christopher
20. Danielson, Clark	41. Ray, Alex
21. Decair, Peggy	42. Scheider, Jon
22. Deering, Gretchen	43. Spero, Mark
23. Fairchild, Douglas	44. Stewart, Laura
24. Frohling, Melinda	45. Stiers, Denise
25. Fung, Elaine	46. Theisen, Erin
26. Furar, James	47. Tongate, Patricia
27. Gabriel, Prudence	48. Tran, Stephanie
28. Gaddis, Bernadette	49. Valenzuela, Jr., Othon
29. Given, Jeffrey	50. VanDusen, Allison
30. Grichine, John	51. Venneau, Shanda
31. Harris, Marrarita	

APPROVE ASSIGNMENT ADJUSTMENTS

<u>NAME</u>	<u>PREVIOUS ASSIGNMENT</u>	<u>NEW ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
52. Bentley, Gayle	Teacher – 100%	Teacher – 60%	02/02/09
53. Coffin, Diane	Teacher	ETAP I	07/01/08
54. Rose, Elizabeth	Teacher – 20%	Teacher – 40%	11/17/08

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, January 12, 2009
CERTIFICATED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENTS

55. To Support Beginning Teachers - BTSA

Not to exceed 76.75 hours each non-instructional pay @ \$30.00 per hour 09/15/08-06/30/09

56. To Provide Project GLAD Activities to Students – Education Division

Not to exceed 6 hours each instructional pay @ \$35.00 per hour 11/15/08

57. To Improve & Streamline Schoolwide Writing Program – Kinoshita

Not to exceed 6 hours each non-instructional pay @ \$30.00 per hour 11/15/08

58. Site Technology Coordinators – Multiple Sites

Not to exceed 1,389 total hours non-instructional pay @ \$30.00 per hour 07/01/08-06/30/09

Saturday School – Multiple Sites

Not to exceed 100 hours instructional pay @ \$35.00 per hour 09/27/08-06/13/09

59. Keene, Gary

61. Wasmund, Danielle

60. Szczudlak, Lisa

AAA/GATE Site Coordinator – Multiple Sites

Not to exceed 100 hours non-instructional pay @ \$30.00 per hour 09/02/08-06/18/09

62. Castellana, Evelyn

68. Petzold, Dionne

63. Cordina, Maureen

69. Reames, Elaine

64. Dewees, Julia

70. Smiggs, Donna

65. French, Karen

71. Thibault, Roberta

66. Gant, Tina

72. Thompson, Laura

67. Nusenow, Kristina

73. Wilson, Christine

Hourly Supplemental Programs – Multiple Sites

Not to exceed 70 hours @ \$18.00 per hour 10/01/08-05/29/09

74. Alston, Sharon

83. Moilanen, Megan

75. Bushway, Jenna

84. Nolan, Catherine

76. Carnevalle, Nicole

85. O'Brien, Charlotte

77. DeCair, Peggy

86. Olson, Mary

78. Edwards, Blaire

87. Rose, Maryanne

79. Gray, Amy

88. Soltis, Pamela

80. Kirkpatrick, Katie

89. Spencer, Kathie

81. Lasher, Anna

90. Worne, Virginia

82. McLaughlin-Langer, Shannon

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, January 12, 2009
CERTIFICATED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

Hourly Supplemental Programs – Multiple Sites

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour 10/13/08-05/29/09

- | | |
|-------------------------|--------------------------|
| 91. Allard, Kristi | 101. McLaren, Chris |
| 92. Arambula, Michele | 102. McLennan, Danielle |
| 93. Boylan, Sandra | 103. Procter, Michelle |
| 94. Butler, Kelly | 104. Robby, Alexis |
| 95. Fordyce, Stefanie | 105. Semas, Andrea |
| 96. Gillis, Lori | 106. Shaler, Barbi |
| 97. Hansen, Ivan | 107. Sheehan, Debra |
| 98. Klinger, Barbara | 108. Simmons, Jacqueline |
| 99. Labushevicz, Louise | 109. Spencer, Katie |
| 100. Massey, Tarah | 110. Wilbur, Sandra |

Hourly Supplemental Programs – Multiple Sites

Not to exceed 150 hours instructional pay @ \$35.00 per hour 10/01/08-05/30/09

- | | |
|----------------------------------|---------------------------------|
| 111. Allard, Kristi | 136. Geveirgian, Dara |
| 112. Anderson, Stephanie | 137. Gibson, Christine |
| 113. Arambula, Michele | 138. Gillis, Lori |
| 114. Bailey, Randy | 139. Goff, Jacquelyn |
| 115. Berndt, Amanda | 140. Gomez, Martha |
| 116. Blake, Roxane | 141. Hansen, Ivan |
| 117. Boylan, Sandra | 142. Hansen, Lindsay |
| 118. Brotherton, Jill | 143. Harrison, Scott |
| 119. Butler, Kelly | 144. Heinrich, Garry |
| 120. Carlini-Castiglia, Marcella | 145. Hemenway, Nancy |
| 121. Caruso, Heather | 146. Hoffman, Lori |
| 122. Coe, Sue Marie | 147. Hogan, Thomas |
| 123. Coon, Keith | 148. Hornig, Sarah |
| 124. Cuff-Klevit, Pamela | 149. Howit, Greg |
| 125. Cutkomp, Tom | 150. Inouye, Ina |
| 126. Delanty, Lynn | 151. Justl, Robyn |
| 127. Demere, Judy | 152. Klinger, Barbara |
| 128. Deptola, Cheri | 153. Kuric, Shannon |
| 129. Falcon, Maygualida | 154. Labushevicz, Louise |
| 130. Farias, Sandra | 155. Lindroth, Lauren |
| 131. Fisher, Maggie | 156. Lukens, Cynthia |
| 132. Fordyce, Stefanie | 157. MacAlistaire-Frey, Rachiel |
| 133. Foster, Brooke | 158. Maggay, Mary |
| 134. Freet, Jane | 159. Maroshek, Barbara |
| 135. George, Sherri | 160. Martin, Heather |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, January 12, 2009
CERTIFICATED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

Hourly Supplemental Programs – Multiple Sites

Not to exceed 150 hours instructional pay @ \$35.00 per hour 10/01/08-05/30/09

- | | |
|--------------------------|--------------------------|
| 161. Martus, Larissa | 180. Schick, Kent |
| 162. Massey, Tarah | 181. Schmidt, Lana |
| 163. McKeon, Margie | 182. Seftel, Anna |
| 164. McLaren, Chris | 183. Semas, Andrea |
| 165. McLennan, Danielle | 184. Shaler, Barbi |
| 166. McMahan, Patricia | 185. Sheehan, Debra |
| 167. Miller, Teresa | 186. Short, Ryan |
| 168. Morrison, Catherine | 187. Sieling, Tara |
| 169. Mulcahy, Eileen | 188. Simmons, Jacqueline |
| 170. Newman, Molly | 189. Simmons, Oscar |
| 171. O'Husky, Carrie | 190. Smith, Jolene |
| 172. O'Neill, Debora | 191. Squires, Carly |
| 173. Ortiz, Ryan | 192. Stafford, Carol |
| 174. Procter, Michelle | 193. Stratford, Diana |
| 175. Quinn, Cindy | 194. Tate, Laurel |
| 176. Reideler, Shannon | 195. Thompson, Karen |
| 177. Rhodes, Mariella | 196. Vallejos, Stacy |
| 178. Ririe, Martha | 197. Wasmund, Danielle |
| 179. Robby, Alexis | |

Grade Level Representatives – Castille

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour 09/02/08-06/18/09

- | | |
|------------------------|--------------------------|
| 198. Jacobson, Lisa | 202. Plewe, Della |
| 199. Josephson, Shonna | 203. Taglieri, Christine |
| 200. Lane, LuAnn | 204. Wolbrink, Barbara |
| 201. Loukides, Karen | |

Kindergarten Roundup – Castille

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour 02/24/09

- | | |
|-------------------|--------------------------|
| 205. Brull, Kelly | 207. Taglieri, Christine |
| 206. Logan, Traci | |

Science Discovery Day – Castille

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour 07/01/08-06/30/09

- | | |
|-------------------------|-------------------|
| 208. Giacchino, Corinne | 209. Plewe, Della |
|-------------------------|-------------------|

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, January 12, 2009
CERTIFICATED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

210. Brull, Kelly	<u>Plan/Administer Junior Olympics Activities – Castille</u>	07/01/08-06/30/09
	Not to exceed 6 hours non-instructional pay @ \$30.00 per hour	
211. Smiggs, Donna	<u>Future Scientists of America Coordinator – Castille</u>	09/02/08-06/18/09
	Not to exceed 25 hours non-instructional pay @ \$30.00 per hour	
212. Sykes, Marie	<u>Elementary Standards Based Report Card Training – Chaparral</u>	09/01/08-09/30/08
	Not to exceed 5 hour non-instructional pay @ \$30.00 per hour	
213. Boys, Josie	<u>Thinking Maps Training – Ladera Ranch Elementary</u>	11/17/08-12/30/08
	Not to exceed 6 hours non-instructional pay @ \$30.00 per hour	
214. Giraud, Jamie	<u>Technology Teacher Training – Las Palmas</u>	10/23/08-06/30/09
	Not to exceed 30 hours non-instructional pay @ \$30.00 per hour	
215. Baptiste, Natalie	<u>To Plan/Develop Positive Discipline System – Las Palmas</u>	09/02/08-06/30/09
	Not to exceed 10 hours non-instructional pay @ \$30.00 per hour	
216. Brannam, Andrea	218. Kopjak, Angelina	
217. D'Aquanni, Christine	219. Pedraza, Jose Luis	
220. Kennedy, Michele	<u>Curriculum Council Leadership Team – Malcom</u>	10/10/08-06/18/09
	Not to exceed 5 hours non-instructional pay @ \$30.00 per hour	
221. Newton, Leah	<u>ELD Avisor – Marblehead</u>	09/05/08-06/18/09
	Not to exceed 65 hours non-instructional pay @ \$30.00 per hour	
222. Zuer, Elyssa	<u>Soar to Success – AVMS</u>	11/12/08-05/30/09
	Not to exceed 30 hours instructional pay @ \$35.00 per hour	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, January 12, 2009
CERTIFICATED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

	<u>Technology Support – MFMS</u>	
	Not to exceed 60 hours non-instructional pay @ \$30.00 per hour	10/22/08-06/30/09
223. Gottdank, Alex		
	<u>Summer In-service for Saddleback Careers Grant – AVMS</u>	
	Not to exceed 10 hours non-instructional pay @ \$30.00 per hour	7/01/08-09/01/08
224. Aston, Melanie		
	<u>Special Education Department Chairperson – VDMMS</u>	
	Not to exceed 40 hours non-instructional pay @ \$30.00 per hour	09/02/08-06/18/09
225. Leavitt, Patricia		
	<u>To Complete Drafts of Power Standards – DHHS</u>	
	Not to exceed 15 hours non-instructional pay @ \$30.00 per hour	12/11/08-06/30/09
226. Prinz, Jeff		
	<u>Mock Trial Advisor – SCHS</u>	
	Not to exceed 36.5 hours non-instructional pay @ \$30.00 per hour	10/01/08-06/18/09
227. Signer, Jeffrey		
	<u>To Perform PLC-Related Functions – SCHS</u>	
	Not to exceed 117 hours non-instructional pay @ \$30.00 per hour	08/30/08-12/30/08
228. Hamro, John		
	<u>Model United Nations Coach – THS</u>	
	Not to exceed 27.15 hours instructional pay @ \$35.00 per hour	10/01/08-01/30/09
229. Harnett, Patrick		
	<u>Science Olympiad Coach – THS</u>	
	Not to exceed 27 hours instructional pay @ \$35.00 per hour	09/19/08-06/19/09
230. Boes, Alisan		
	<u>To Manage Web Page – THS</u>	
	Not to exceed 50 hours non-instructional pay @ \$30.00 per hour	09/19/08-06/19/09
231. Heidner, Norman		
	<u>Staff Support fro Turnit.com (Plagiarism) – THS</u>	
	Not to exceed 7 hours non-instructional pay @ \$30.00 per hour	09/02/08-06/19/09
232. Triana, Elizabeth		

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, January 12, 2009
CERTIFICATED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

AP Review Session – THS

Not to exceed 15 hours instructional pay @ \$35.00 per hour		01/05/09-05/15/09
233. Benjamin, Caroline	239. Kuric, Shannon	
234. Berkenkotter, Kurt	240. Mooney, Mark	
235. Berman, Robin	241. Thompson, Laura	
236. Caplan, Jerffrey	242. Uminsky, Alma	
237. Harnett, Patrick	243. Varricchio, Amy	
238. Heidner, Norman	244. Woodward, Jennifer	

Advisement Program – THS

Not to exceed 25 hours non-instructional pay @ \$30.00 per hour		09/04/08-09/28/08
245. Evans, Elizabeth	246. Runyan, Jaime	

GLAD Training – Adult/Community Education

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour		10/01/08-06/30/09
247. Mackay, Frances	248. Walker, Maria Chirstina	

To Support Beginning Teachers – BTSA

Not to exceed 10 hours @ \$18.00 per hour		09/15/08-06/30/09
249. Lenaghan, James		

Presenter at Beginning Teacher Workshop – BTSA

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour		11/06/08-01/30/09
250. Rose, Renee		

Technology Prep Support – Education Division

Not to exceed 50 hours non-instructional pay @ \$30.00 per hour		04/01/08-06/01/08
251. McKenna, Mary		

History/Social Science Standards – Education Division

Not to exceed 15 hours non-instructional pay @ \$30.00 per hour		10/09/08-06/30/09
252. Robinson, Katie		

Indian Education Support Program – Education Division

Not to exceed 500 hours non-instructional pay @ \$30.00 per hour		10/01/08-06/30/09
253. Thomas, Kogee		

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, January 12, 2009
CERTIFICATED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

<u>Unwrapping Math Standards – Education Division</u>		
254. Whitaker, Leslie	Not to exceed 15 hours non-instructional pay @ \$30.00 per hour	10/09/08-06/30/09
<u>Out of State Assessment of Student – Special Education</u>		
255. Martinez, Luisa	Not to exceed 36 hours @ hourly per diem rate	11/17/08-01/05/09
<u>Speech/Language Assessment of Student – Special Education</u>		
256. Blinn, James	Not to exceed 10 hours @ hourly per diem rate	11/24/08-12/31/08
<u>Prepare and Teach Technology/Math Class – Staff Development</u>		
257. Kucera, Lee	Not to exceed 7 hours non-instructional pay @ \$30.00 per hour	11/02/08-11/03/08
<u>Prepare and Teach Two Way GLAD Class – Staff Development</u>		
258. Glassen, Nina	Not to exceed 26 hours non-instructional pay @ \$30.00 per hour	01/21/09-01/24/09
	259. Mackay, Frances	
<u>Prepare and Teach Classroom Managment Class – Staff Development</u>		
260. Dewees, Julia	Not to exceed 14 hours non-instructional pay @ \$30.00 per hour	01/08/08-03/20/09
<u>Prepare and Teach Writing Rubrics Part II Class – Staff Development</u>		
261. Evans, Laura	Not to exceed 9 hours non-instrucional pay @ \$30.00 per hour	07/01/08-06/30/09
<u>Prepare and Teach Elementary Math Class – Staff Development</u>		
262. Guarino, Jody	Not to exceed 9 hours non-instructional pay @ \$30.00 per hour	07/01/08-06/30/09
	263. Whitaker, Leslie	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California



PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING, January 12, 2009
CERTIFICATED EMPLOYEES

APPROVE LEAVES OF ABSENCE

<u>NAME</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
264. Chapa, Robin	Child Care	05/20/09-06/19/09
265. Goo, Susan	Personal	12/08/08-06/24/09
266. Gordon, Amy	Child Care	03/07/09-06/19/09
267. Kissel, Heidi	Child Care	05/12/09-06/19/09
268. Larson, Kimberly	Child Care	02/21/09-06/19/09

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: A. Woodrow Carter, Superintendent 
FROM: Suzette Lovely, Deputy Superintendent, Personnel Services 
SUBJECT: **STUDENT TEACHING AGREEMENT –
CHAPMAN UNIVERSITY**

BACKGROUND INFORMATION

During the school year, master teachers are selected to work with student teachers to fulfill the requirements for student teaching at various Institutes of Higher Education (IHE). Each university specifies the dollar amount it will pay its master teachers for the supervision of student teachers.

CURRENT CONSIDERATIONS

This agenda item presents for Board approval a new Student Teaching Agreement with Chapman University. This new agreement allows the university to pay master teachers directly to reduce the intensive payment process involving staff.

FINANCIAL IMPLICATIONS

There is no financial impact to the general fund. Each university will pay the stipend directly to the master teacher.

STAFF RECOMMENDATION

It is respectfully recommended that the Board approve this Student Teaching Agreement to extend the field-based support of developing teachers, Exhibit A.



Chapman University College

SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with University College of Chapman University, d/b/a Chapman University College, Irvine Campus.

TEACHER EDUCATION

☒

SCHOOL PSYCHOLOGY

☐

SCHOOL COUNSELING

☐

EDUCATION ADMINISTRATION

☐

THIS AGREEMENT is made and entered into by and between University College of Chapman University hereinafter called the "UNIVERSITY," and the Capistrano Unified School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

- G. The parties mutually agree each shall provide and maintain commercial general liability insurance acceptable to both parties in the minimum amounts of \$1,000,000 combined single limit, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Except for ten (10) days notice of non-payment of premium, the Parties will require 30 days written notice for any policies that are canceled, non-renewed, or coverage/limits that are reduced or materially altered.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Capistrano Unified School District
 33122 Valle Rd
 San Juan Capistrano, CA 92675
 Attn: Suzette Lovely
 Deputy Superintendent of
 Personnel Services
 Tel: (949) 234-9360

UNIVERSITY CONTACT INFORMATION:

Chapman University College
 One University Drive
 Orange, CA 92866
 Attn: Ellen Curtis-Pierce, Ph.D.
 Associate Vice Chancellor of
 Professional Accreditation & Faculty
 Development
 Tel: (714) 997-6590

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

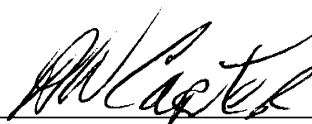
IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective January 1, 2009 and shall continue in full force and effect through January 1, 2014. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE:

Signature:



Name:

Woodrow Carter

Title:

Superintendent

Date:

UNIVERSITY:

Signature:

Name:

Gary Brahm

Title:

Chancellor

Date:

Appendix A
Payment for Master Teachers for Teacher Education Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ _(INSERT PAYMENT)___ Master Teacher stipend per nine (9) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ _(INSERT PAYMENT)___ Master Teacher stipend per nine (9) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the master teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in the field experience for a minimum of two weeks, FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the master teacher shall submit an invoice, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Appendix B
Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of nine (9) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of nine (9) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of nine (9) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of nine (9) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two nine (9) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single nine (9) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or

other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Psychology Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.


- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in school Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and a half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: Ellen Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District 

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

SUBJECT: **PRESENTATION AND ACKNOWLEDGEMENT OF RECEIPT OF
FISCAL AUDIT FOR THE YEAR ENDING JUNE 30, 2008**

BACKGROUND INFORMATION

State law requires that each school district in California have an annual audit conducted by a state-certificated independent auditor. The audit is conducted according to generally accepted auditing standards and specific guidelines and procedures set by the State Controller's Office. This audit, when completed, is to be presented to Trustees at one of their public meetings.

Under state law, annual fiscal audits are neither accepted nor rejected by a Board, but merely received by the district. For record keeping purposes, the Board of Trustees has annually adopted a motion indicating recognition of receipt of the annual audit report.

CURRENT CONSIDERATION

This agenda item pertains to presentation of the 2007-08 audit to the Board of Trustees. The audit for CUSD for the fiscal year ending June 30, 2008, was completed by the firm of Vavrinek, Trine, Day & Co, LLP, Certified Public Accountants, and is presented under separate cover as Exhibit A.

The auditor is required to make any recommendations regarding State and Federal compliance issues as well as items that are appropriate for improving the fiscal or internal controls of the district. The 2007-08 audit contained three findings dealing with the district's non-compliance or questioned costs relating to state awards. In particular, the findings were related to the After School Education and Safety Program (2) and the School Accountability Report Cards. Further details of the findings, recommendations, and the district's response can be found on pages 91 through 94 of the audit report presented under separate cover, Exhibit A.

The auditor also provides a letter to district management which presents items that were observed during the audit process where improvements could be made to internal controls and operational efficiencies. The letter, attached as Exhibit B, lists observations found in the area of district-wide revenue receipt and depositing, and also observations at two of the district's high schools and three of the district's middle schools. Business Services staff and the Education Division, as appropriate, are working with school sites and relevant district departments to assure that improvements are made.

PRESENTATION AND ACKNOWLEDGMENT OF RECEIPT OF FISCAL AUDIT FOR
THE YEAR ENDING JUNE 30, 2008

January 12, 2009

Page 2

FINANCIAL IMPLICATIONS

Receipt of the 2007-08 audit will have no financial implications for the District.

STAFF RECOMMENDATION

It is requested that Board President Ellen Addonizio recognize Superintendent Carter, and Ron Lebs, Deputy Superintendent, Business & Support Services, who will in turn recognize a partner from the audit firm Vavrinek, Trine, Day & Co., LLP, who will present a summary of the audit report. The auditors, as well as district staff, will be available to answer specific questions related to the audit.

It is further requested that the Board of Trustees, by formal action, acknowledge receipt of the fiscal and compliance audit for CUSD for the year ending June 30, 2008. This report is presented under separate cover as Exhibit A.

DISCUSSION/
ACTION



Capistrano Unified School District

Excellence in Education

33122 Valle Road, San Juan Capistrano, CA 92675

Telephone (949) 234-9200/FAX 248-9563

December 15, 2008

BOARD OF TRUSTEES

ELLEN M. ADDONIZIO
President

MICHAEL S. WINSTEN
Vice President

LARRY J. CHRISTENSEN
Clerk

JACK R. BRICK

ANNA BRYSON

KEN MADDOX

SUE PALAZZO

SUPERINTENDENT

A. WOODROW CARTER

Vavrinek, Trine, Day, & Co., LLP
8270 Aspen Street
Rancho Cucamonga, CA 91730

We are providing this letter in connection with your audit of the financial statements of Capistrano Unified School District as of June 30, 2008 and for the year then ended for the purpose of expressing opinions as to whether the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Capistrano Unified School District and the respective changes in financial position and, where applicable, cash flows thereof in conformity with U.S. generally accepted accounting principles. We confirm that we are responsible for the fair presentation of the previously mentioned financial statements in conformity with U.S. generally accepted accounting principles. We are also responsible for adopting sound accounting policies, establishing and maintaining internal control, and preventing and detecting fraud.

We confirm, to the best of our knowledge and belief, as of December 15, 2008, the following representations made to you during your audit.

- 1) The financial statements referred to above are fairly presented in conformity with U.S. generally accepted accounting principles and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 2) We have made available to you all—
 - a) Financial records and related data and all audit or relevant monitoring reports, if any, received from funding sources.
 - b) Minutes of the meetings of the Governing Board or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 3) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 4) There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements or the schedule of expenditures of federal awards.
- 5) We believe the effects of the uncorrected financial statement misstatements summarized in the attached schedule are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In addition, you have proposed adjusting journal entries that have been posted. We are in agreement with those adjustments.
- 6) We acknowledge our responsibility for the design and implementation of programs and controls to prevent and detect fraud.
- 7) We have no knowledge of any fraud or suspected fraud affecting the entity involving:
 - a) Management,
 - b) Employees who have significant roles in internal control, or
 - c) Others where the fraud could have a material effect on the financial statements.
- 8) We have no knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.
- 9) We have a process to track the status of audit findings and recommendations.



- 10) We have identified to you any previous financial audits, attestation engagements, performance audits, or other studies related to the objectives of the audit being undertaken and the corrective actions taken to address significant findings and recommendations.
- 11) We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- 12) The school district has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
- 13) The following, if any, have been properly recorded or disclosed in the financial statements:
 - a) Related party transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.
 - b) Guarantees, whether written or oral, under which the school district is contingently liable.
 - c) All accounting estimates that could be material to the financial statements, including the key factors and significant assumptions underlying those estimates and measurements. We believe the estimates and measurements are reasonable in the circumstances, consistently applied, and adequately disclosed.
- 14) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts, or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
- 15) There are no—
 - a) Violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
 - b) Unasserted claims or assessments that our lawyer has advised us are probable of assertion and must be disclosed in accordance with *Financial Accounting Standards Board (FASB) Statement No. 5, Accounting for Contingencies*.
 - c) Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by FASB Statement No. 5.
 - d) Reservations or designation of fund equity that were not properly authorized and approved.
- 16) As part of your audit, you prepared the draft financial statements and related notes and schedule of expenditures of federal awards. We have designated a competent management-level individual to oversee your services and have made all management decisions and performed all management functions. We have reviewed, approved, and accepted responsibility for those financial statements and related notes and schedule of expenditures of federal awards.
- 17) The school district has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 18) The school district has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 19) The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
- 20) The financial statements properly classify all funds and activities.

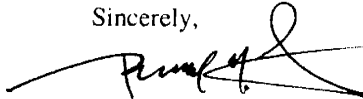
- 21) All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 22) Net asset components (invested in capital assets, net of related debt; restricted; and unrestricted) and fund balance reserves and designations are properly classified and, if applicable, approved.
- 23) Provisions for uncollectible receivables have been properly identified and recorded.
- 24) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 25) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 26) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 27) Deposits and investment securities are properly classified as to risk, and investments are properly valued.
- 28) Capital assets, including infrastructure assets, are properly capitalized, reported, and, if applicable, depreciated.
- 29) Required supplementary information (RSI) is measured and presented within prescribed guidelines.
- 30) With respect to federal award programs:
 - a) We are responsible for complying and have complied with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.
 - b) We have, in accordance with OMB Circular A-133, identified in the schedule of expenditures of federal awards, expenditures made during the audit period for all awards provided by federal agencies in the form of grants, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance.
 - c) We are responsible for complying with, and have complied with in all material respects, the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of our federal programs and have identified and disclosed to you the requirements of laws, regulations, and the provisions of contracts and grant agreements that are considered to have a direct and material effect on each major federal program.
 - d) We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance requirements applicable to federal programs that provides reasonable assurance that we are managing our federal awards in compliance with laws, regulations, and the provisions of contracts and grant agreements that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended. Also, no changes have been made in internal control over compliance or other factors to the date of this letter that might significantly affect internal control, including any corrective action taken with regard to reportable conditions (including material weaknesses) reported in the schedule of findings and questioned costs.
 - e) We have made available to you all contracts and grant agreements (including amendments, if any) and any other correspondence with federal agencies or pass-through entities relating to major federal programs.
 - f) We have received no requests from a federal agency to audit one or more specific programs as a major program.
 - g) We have complied, in all material respects, with the compliance requirements, including when applicable, those set forth in the *OMB Circular A-133 Compliance Supplement*, relating to

federal awards and have identified and disclosed to you all amounts questioned and any known noncompliance with the requirements of federal awards, including those resulting from other audits or program reviews.

- h) Amounts claimed or used for matching were determined in accordance with relevant guidelines in OMB Circular A-87, *Cost Principles for State, Local, and Tribal Governments*, and OMB's *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*.
- i) We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
- j) We have made available to you all documentation related to the compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
- k) Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
- l) We have charged costs to federal awards in accordance with applicable cost principles.
- m) The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
- n) We have monitored subrecipients to determine that they have expended pass-through assistance in accordance with applicable laws and regulations and have met the requirements of OMB Circular A-133.
- o) We have taken appropriate action, including issuing management decisions, on a timely basis after receipt of subrecipients' auditor's reports that identified noncompliance with laws, regulations, or the provisions of contracts or grant agreements to ensure that subrecipients have taken the appropriate and timely corrective action on findings.
- p) We have considered the results of subrecipient audits and have made any necessary adjustments to our books and records.
- q) We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by OMB Circular A-133 and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.
- r) We are responsible for and have accurately prepared the auditee section of the Data Collection Form as required by OMB Circular A-133, and we are responsible for preparing and implementing a corrective action plan for each audit finding.

No events, including instances of noncompliance, have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements or in the schedule of findings and questioned costs.

Sincerely,



Ronald N. Lebs
Deputy Superintendent
Business & Support Services

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: A. Woodrow Carter, Superintendent

FROM: Sherine Smith, Deputy Superintendent, Education
Jolene Dougherty, Executive Director, Consolidated Programs & Special Projects
Anne Delfosse, Executive Director, Special Education

SUBJECT: 2009/10 FACILITIES - RESTRUCTURING RECOMMENDATIONS
San Juan K-8 Two Way Immersion Magnet School
Las Palmas K-5 Two Way Immersion Magnet School
Centralization of Special Education Preschool Services
Expansion of Young Adult Transition Program
Relocation of Bridges Community Day High School Classrooms
Expansion of Continuation High School Program

Since early fall 2008, Education Division staff has been examining school programs and facilities to conduct short and long-term planning for 2009/10 and beyond. Staff has identified student and program needs that must be addressed at various schools and in the district at large. Education Division staff members have worked closely with staff from personnel, facilities, business, and maintenance and operations departments to ensure a deep and thorough analysis of all program and facility needs.

As we have examined the various factors involved in planning for programs and facilities, we have encountered a virtual Gordian Knot. A decision in one area must be considered in light of the entire district because each choice results in a cascade of further choices and consequences.

It is crucial that certain decisions be made this spring so necessary program relocations, staffing decisions, building projects, and placements of portables can be completed prior to the beginning of next school year. These decisions will have multi-year long-term impacts on our schools and should be made in tandem with Board decisions about the Master Facilities plan. We hope that by planning adequately we can avoid any negative unintended consequences that could emerge from short-term decision making or decisions that are made in isolation.

A number of situations must be considered and decided upon. These include the needs and location of special education programs, including preschool, Young Adult Transition, and Bridges. We must also make decisions that affect Serra High School, San Juan Elementary, Las Palmas Elementary and Crown Valley Elementary schools. No Child Left Behind (NCLB) requirements, sanctions for program improvement schools, and the designation of schools that should receive Title I funding, including Marco Forster Middle School, are elements that must be considered.

The choices facing us are difficult. There are no easy solutions. However, we have the opportunity to make our education programs more efficient, reduce costs, and generate revenue, while serving student needs. These are important considerations in light of the dire fiscal situation in the state and nation.

Given the long-term impact of our decisions, we need to carefully consider all options, think creatively, and ultimately make decisions that will best serve our students. This board item will present an overview of our analysis and break out each scenario for further explanation and context. We will provide specific student, program and facilities needs, background information, and preferred outcomes.

Background Information

RESTRUCTURING SAN JUAN AND LAS PALMAS ELEMENTARY SCHOOLS

It is recommended to restructure and designate San Juan and Las Palmas Elementary Schools as magnet schools (schools with no assigned attendance areas); San Juan would transition to a K-8 configuration while Las Palmas would remain a K-5 campus. (Students from Las Palmas currently have the opportunity to continue in the Two-Way Immersion program in grades 6th, 7th, and 8th at Bernice Ayer Middle School.) This restructuring would result in:

- Expansion of the San Juan Elementary two-way immersion program from grades to K-5th through grades 6th – 8th
- Expansion of the San Juan Elementary School (SJES) physical site, allowing more students within walking distance of the school to remain at SJES. Due to lack of space and NCLB, some SJES students are bussed to Ambuehl and Del Obispo Elementary Schools.
- Elimination of transportation costs for students assigned to San Juan and Las Palmas Elementary Schools.
- Compliance with the San Juan and Las Palmas NCLB Restructuring plans.

Both San Juan and Las Palmas schools receive Title I, Part A funds and are Schoolwide Programs (SWP) and Program Improvement (PI) schools which have implications affecting the restructuring process. In order to set the stage for the magnet school restructuring recommendations for San Juan and Las Palmas, background information is provided focusing on Title I Part A, No Child Left Behind (NCLB), Program Improvement (PI), and magnet schools.

Title I, Part A, Basic Grant

Title I is a federal categorical program. Its purpose is to ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education, and reach minimum proficiency on the state content standards and assessments. The intent of the funding is to meet the educational needs of low-achieving students enrolled in the highest poverty schools. There are significant restrictions on the utilization of these funds, specifically; Title I Part allocations may not be used for construction or modernization of school facilities. In addition, Local Education Agencies (LEAs) may not use Title I, Part A funds to pay for services that, in the absence of Title I funds, would be provided by other Federal, or State, or local funds.

Schoolwide Program (SWP)

Section 1114(a) of NCLB allows schools receiving Title I funds to be designated as Schoolwide Programs (SWP) if 40% of the student population is living in poverty. Research shows that in order for the lowest achieving students in the highest poverty schools to meet high standards of performance, the school's entire instructional program, not just a separate Title I program, must be substantially improved. The advantage to a school becoming a SWP is that the SWP educational program serves ALL students. Fiscally, NCLB allows schools to consolidate or blend funds. SWP schools may then use their consolidated federal, state, and local funds to reform their entire educational program. A schoolwide program school must use Title I funds only to supplement the amount of funds that would, in the absence of the Title I funds, be made available from non-Federal sources for that school, including funds needed to provide services that are required by law for children with disabilities and children with limited English proficiency.

No Child Left Behind (NCLB)

The No Child Left Behind Act (NCLB) of 2001 enacts the most powerful sweeping changes to the Elementary and Secondary Act (ESEA) since its inception in 1965. This reauthorized version of ESEA serves to redefine the role of the federal government in education by refocusing the law on four principles: accountability for student achievement of academic standards; increased flexibility and local control; a greater role for parents in their children's education programs; and a greater emphasis on use of scientifically based instruction.

A key aspect of NCLB is that it mandates raising the educational performance of all children. Essential to this mandate are provisions that include: setting higher educational standards; annual testing of children to measure progress toward achieving the higher standards; analysis of the test data annually to ensure that students are progressing; and sanctions aimed at schools where students do not make "adequate yearly progress" (AYP). AYP is required under Title I of the federal NCLB Act of 2001. The primary goal of Title I is for all students to be proficient by 2014 in English/Language Arts (ELA) and mathematics, as determined by state assessments. For 2008-2009, the required percentage of students proficient or above for unified school districts in ELA is 45.0, in mathematics 45.5%. To meet the API requirement for AYP purposes, a school must demonstrate a growth of at least one point or a minimum API score of at least 650. The AYP targets for schools and LEAs increases each year through 2014, when all students (100%) must be proficient.

2008 to 2014 AYP Targets, Standard Criteria

These criteria apply to schools, LEAs, and numerically significant subgroups that have at least 100 students enrolled on the first day of testing and/or at least 100 valid scores. Subgroups are excluded from Requirements 3 and 4.

Type of School or LEA	Requirement 1: Participation Rate	Requirement 2: Percent Proficient -AMOs Annual Measurable Objectives	Requirement 3: API as an Additional Indicator	Requirement 4: Graduation Rate (high schools)
2008-2009 Unified School Districts (with students in any of grades 2-8 and 9-12)	English Language Arts: 95% Math: 95% (rounded to nearest whole number)	English Language Arts: 45.0% Math: 45.5%	650 API or 1 point growth	Meet at least one: 83.1 % 0.1% one-year change 0.2% two-year average change
2009-2010 Unified School Districts (with students in any of grades 2-8 and 9-12)	English Language Arts: 95% Math: 95% (rounded to nearest whole number)	English Language Arts: 56.0% Math: 56.4%	680 API or 1 point growth	Meet at least one: 83.2% 0.1% one-year change 0.2% two-year average change
2010-2011 Unified School Districts (with students in any of grades 2-8 and 9-12)	English Language Arts: 95% Math: 95% (rounded to nearest whole number)	English Language Arts: 67% Math: 67.3%	710 API or 1 point growth	Meet at least one: 83.3% 0.1% one-year change 0.2% two-year average change
2011-2012 Unified School Districts (with students in any of grades 2-8 and 9-12)	English Language Arts: 95% Math: 95% (rounded to nearest whole number)	English Language Arts: 78% Math: 78.2%	740 API or 1 point growth	Meet at least one: 83.4% 0.1% one-year change 0.2% two-year average change
2012-2013 Unified School Districts (with students in any of grades 2-8 and 9-12)	English Language Arts: 95% Math: 95% (rounded to nearest whole number)	English Language Arts: 89% Math: 89.1%	770 API or 1 point growth	Meet at least one: 83.5% 0.1% one-year change 0.2% two-year average change
2013-2014 Unified School Districts (with students in any of grades 2-8 and 9-12)	English Language Arts: 95% Math: 95% (rounded to nearest whole number)	English Language Arts: 100% Math: 100%	800 API or 1 point growth	Meet at least one: 83.6% 0.1% one-year change 0.2% two-year average change

- **Program Improvement (PI)**

Program Improvement (PI), referred to as “School Improvement” in federal legislation, is outlined in Section 1116 of No Child Left Behind. This section of the law requires districts to use state assessments and other indicators specified in the State’s plan to identify schools not making adequate yearly progress (AYP). While all schools in the district are expected to make adequate yearly progress, only schools receiving Title I funds are subject to identification for Program Improvement. Schools operating Title I schoolwide programs must make adequate yearly progress schoolwide and for all statistically significant subgroups. Schools are identified for Program Improvement after two years of not making adequate yearly progress in English/language arts or mathematics. Once identified, schools are required to implement a series of actions beginning with offering public school choice in Year 1 and Supplemental Education Services (SES) in Year 2. In Year 3, schools are to implement more substantial corrective actions and finally in Year 4 they are to plan for school restructuring.

NCLB requires that schools identified for Program Improvement “develop or revise a school plan.” For California schools, this means revising the school’s Single Plan for Student Achievement (SPSA). The SPSA forms the basis for all school improvement efforts. As schools move through the Program Improvement process, they are continually required to revise their plan to address the issues causing them to be identified for improvement. The plans must be developed in consultation with parents, school staff, and the district. A school will exit PI if it makes AYP for two consecutive years. A school exiting PI will not be subject to Title I corrective actions or other NCLB sanctions.

- **School Improvement Process**

Research shows that high-performing schools are complex institutions. At their core is a focus on academics and an unwavering expectation that all children can and will achieve academic proficiency. Surrounding this core value is a dedicated staff with a sense of common purpose, strong instructional leadership from the principal, the confidence and respect of parents, and an allocation of resources that supports the school’s mission. In high-performing schools, all members of the school community, both individually and collectively, hold themselves accountable for student success. The goal of the school improvement process is to make all schools high-performing.

Year One – Public School Choice

Schools identified for the first year of Program Improvement are required to notify parents of the identification, explain what identification means, the reasons for identification, what the district and the state are doing to help the school, and how parents can be involved in addressing the academic issues that caused the school to be identified. They must also revise their school plan and offer parents the option to transfer their child to another school in the district that has not been identified for improvement. This is referred to as Public School Choice. Districts must offer parents a choice of two alternative schools other than the PI school and utilize Title I funds to cover the cost of transportation to these alternative schools.

Year Two – Supplemental Educational Services (SES)

In the second year of Program Improvement, schools are required to continue offering Public School Choice and, additionally, they must offer Supplemental Educational Services (SES). Eligible students are all students from low income families who attend Title I schools in Year 2 of Program Improvement. If sufficient funds are not available to serve all eligible students, priority must be given to the lowest achieving, eligible students.

NCLB regulations require minimum expenses for choice-related transportation and Supplemental Educational Services. When any school fails to make adequate yearly progress for two consecutive years, then 5% of Title I funds must be allocated for choice-related transportation. If a school fails AYP for three consecutive years, then 5% of Title I funds must be designated for SES and an additional 10% for transportation and SES, for a total of 20% of the Title I, Part A allocation.

Year Three – Corrective Action

In Year 3, the Local Education Agency (LEA) must select and implement a least one of the following corrective actions: replace the school staff relevant to failure to make adequate yearly progress; institute and fully implement a new curriculum, including providing appropriate professional development for all relevant staff, that is based on scientifically based research and offers substantial promise of improving educational achievement for low-achieving students and enabling the school to make adequate yearly progress; significantly decrease management authority at the school level; appoint an outside expert to advise the school on its progress; extend the school year or school day for the school; or restructure the internal organization structure of the school.

Year Four – Planning for Restructuring

In Year 4, the LEA develops a plan for alternative governance including: establishing a timeline for developing a restructuring plan; allowing adequate opportunity for teachers and parents to comment before taking action; and developing a plan with participation of teachers and parents. In addition, PI schools in Year 4 must continue to provide SES and Public School Choice. Schools identified for improvement must spend at least 10% of Title I Part A allocations each year on professional development programs to address student academic achievement problems that placed the school in program improvement. Districts must reserve at least 1% of funds to carry out parental involvement activities, unless the district receives \$500,000 or less under Title I, Part A. These funds may not be used for construction or modernization or expenditures which supplant existing programs.

Magnet Schools

The primary purpose of magnet schools is to provide students the opportunity to select an option that is attractive (magnetic) to them. Such magnets are established by district Governing Boards in order to provide appealing choices for families and students whose neighborhood school may not serve a student's interests, talents, and aptitudes. By offering a specialized curriculum, they attract students from varied backgrounds, creating diversity within learning communities and providing opportunities for beneficial education outcomes. Research shows that magnet schools can increase students' motivation and parent satisfaction and involvement, as well as teacher engagement and morale. A magnet school has no assigned attendance boundaries. Enrollment is by choice. Students from across the district may select the magnet subject to available space.

There is no state financial support for magnets. Magnet schools receive the regular funding for instruction. In 2006-07 school year (the most recent year which data is available), 127,111 students were served in magnet programs and schools – 83,252 at the K-8 level and 43,859 at the 9-12 level in California.

Current Considerations

The purpose of this Board Item is to present information on the restructuring concept for San Juan and Las Palmas Elementary Schools to transition to magnet schools, the centralization of Special Education Preschool services, the expansion of the Young Adult Transition Program (YATP), the relocation of the Bridges Community Day High School program, and the expansion and relocation of Junipero Serra Continuation High School.

SAN JUAN ELEMENTARY SCHOOL

San Juan Elementary School is a schoolwide Title I Program Improvement school with an enrollment of 652 students. The school is in Year 4 of PI, with its first year of PI implementation in 2005-2006. Below is a composite of San Juan's 2008 AYP results.

San Juan – Adequate Yearly Progress (AYP) 2007 - 2008

Made AYP: No
Met 10 of 17 AYP Criteria

Participation Rate

GROUPS	English-Language Arts Target 95% Met all participation rate criteria? Yes					Mathematics Target 95% Met all participation rate criteria? Yes				
	Enrollment First Day of Testing	Number of Students Tested	Rate	Met 2008 AYP Criteria	Alternative Method	Enrollment First Day of Testing	Number of Students Tested	Rate	Met 2008 AYP Criteria	Alternative Method
Schoolwide	386	386	100	Yes		386	386	100	Yes	
African American or Black (not of Hispanic origin)	3	3	100	--		3	3	100	--	
American Indian or Alaska Native	0	0	--	--		0	0	--	--	
Asian	2	2	100	--		2	2	100	--	
Filipino	0	0	--	--		0	0	--	--	
Hispanic or Latino	349	349	100	Yes		349	349	100	Yes	
Pacific Islander	1	1	100	--		1	1	100	--	
White (not of Hispanic origin)	31	31	100	--		31	31	100	--	
Socioeconomically Disadvantaged	147	147	100	Yes		147	147	100	Yes	
English Learners	323	323	100	Yes		323	323	100	Yes	
Students with Disabilities	50	50	100	--		50	50	100	--	

Percent Proficient - Annual Measurable Objectives (AMOs)

GROUPS	English-Language Arts Target 35.2 % Met all percent proficient rate criteria? No					Mathematics Target 37.0 % Met all percent proficient rate criteria? No				
	Valid Scores	Number At or Above Proficient	Percent At or Above Proficient	Met 2008 AYP Criteria	Alternative Method	Valid Scores	Number At or Above Proficient	Percent At or Above Proficient	Met 2008 AYP Criteria	Alternative Method
Schoolwide	371	82	22.1	No		371	134	36.1	Yes	<u>Y2</u>
African American or Black (not of Hispanic origin)	3	--	--	--		3	--	--	--	
American Indian or Alaska Native	0	--	--	--		0	--	--	--	
Asian	2	--	--	--		2	--	--	--	
Filipino	0	--	--	--		0	--	--	--	
Hispanic or Latino	336	63	18.8	No		336	110	32.7	No	
Pacific Islander	1	--	--	--		1	--	--	--	
White (not of Hispanic origin)	29	16	55.2	--		29	21	72.4	--	
Socioeconomically Disadvantaged	145	22	15.2	No		145	45	31.0	No	
English Learners	322	53	16.5	No		322	98	30.4	No	
Students with Disabilities	49	10	20.4	--		49	13	26.5	--	

Academic Performance Index (API) - Additional Indicator for AYP

2007 Base API	2008 Growth API	2007-08 Growth	Met 2008 API Criteria	Alternative Method
671	678	7	Yes	

Two Way Language Immersion Program – As part of the PI school improvement process, San Juan implemented a Two Way Language Immersion (TWI) program in 2004. This is an educational model where children learn to think, read, write, and communicate naturally in two languages: English and Spanish. Second-language study helps develop strong thinking and reasoning skills useful for problem-solving in math and science. Native Spanish- and native English-speaking students study together, beginning in kindergarten, in this intensive program, to become biliterate in both languages. TWI is beneficial because students achieve dual language proficiency in English and Spanish, while developing high-level academic skills. They develop respect and appreciation for other cultures, and experience in working and playing in multicultural settings. In addition, parents are encouraged to take an active role in their child's long-term education.

The Two-Way Immersion (TWI) program is a specialized enrichment program, requiring a long-term parent commitment and a high level of parent involvement. Whether parents are English or Spanish speaking, they need to provide support to their child as he or she studies both languages. Therefore, parents are required to attend an orientation tour and complete an interest form prior to enrolling their child. In addition, parents participate in a TWI interview to assure alignment

between parent goals and expectations and program goals and expectations. Parents of English learners are required to sign a waiver to participate in the program based on California Education Code. Students are given a school-readiness assessment and a language assessment to determine the level of readiness and proficiency in the primary language. This information is used to help create classrooms balanced with role models in both English and Spanish. Parents who reside outside the school's regular attendance boundaries must complete an Open Enrollment request and receive approval in order to participate in the TWI program.

Overview of Two Way Language Immersion Program

Grades K-1

- Full-day kindergarten with 20:1 student teacher ratio.
- Academic subjects are taught in Spanish.
- English language development is taught daily.
- English- and Spanish-speaking students are encouraged to use two languages during the instructional day.

Grade 2-3

- Most academic subjects are taught in Spanish.
- Class time for English language development is increased.
- Formal English reading and writing is emphasized.

Grades 4-5

- Instructional time is balanced daily between English and Spanish in academic areas.
- Intercultural relationships are further developed.

Structured English Instruction (SEI) Program - In addition to TWI, San Juan Elementary utilizes a Structured English Instruction (SEI) program for students not enrolled in the Two Way Language Immersion Program. The SEI program is being phased out as students matriculate to the next grade level. Currently at San Juan, there are SEI classes in Grades 1 through 5. These classes are in the process of being phased out, one grade level per year.

LAS PALMAS ELEMENTARY SCHOOL

Las Palmas Elementary School is a schoolwide Title I Program Improvement school with an enrollment of 673 students. The school is in Year 5 of PI, with its first year of PI implementation in 2004-2005. Below is a composite of Las Palmas's 2008 AYP results.

Las Palmas – Adequate Yearly Progress (AYP) 2008

Made AYP: No
Met 16 of 21 AYP Criteria

Participation Rate

GROUPS	English-Language Arts Target 95% Met all participation rate criteria? Yes					Mathematics Target 95% Met all participation rate criteria? Yes				
	Enrollment First Day of Testing	Number of Students Tested	Rate	Met 2008 AYP Criteria	Alternative Method	Enrollment First Day of Testing	Number of Students Tested	Rate	Met 2008 AYP Criteria	Alternative Method
Schoolwide	390	389	100	Yes		390	389	100	Yes	
African American or Black (not of Hispanic origin)	4	4	100	--		4	4	100	--	
American Indian or Alaska Native	2	2	100	--		2	2	100	--	
Asian	3	3	100	--		3	3	100	--	
Filipino	3	3	100	--		3	3	100	--	
Hispanic or Latino	262	261	100	Yes		262	261	100	Yes	
Pacific Islander	0	0	--	--		0	0	--	--	
White (not of Hispanic origin)	114	114	100	Yes		114	114	100	Yes	
Socioeconomically Disadvantaged	243	243	100	Yes		243	243	100	Yes	
English Learners	218	218	100	Yes		218	218	100	Yes	
Students with Disabilities	42	42	100	--		42	42	100	--	

Percent Proficient - Annual Measurable Objectives (AMOs)

GROUPS	English-Language Arts Target 35.2 % Met all percent proficient rate criteria? No					Mathematics Target 37.0 % Met all percent proficient rate criteria? No				
	Valid Scores	Number At or Above Proficient	Percent At or Above Proficient	Met 2008 AYP Criteria	Alternative Method	Valid Scores	Number At or Above Proficient	Percent At or Above Proficient	Met 2008 AYP Criteria	Alternative Method
Schoolwide	373	135	36.2	Yes		373	181	48.5	Yes	
African American or Black (not of Hispanic origin)	3	--	--	--		3	--	--	--	
American Indian or Alaska Native	2	--	--	--		2	--	--	--	
Asian	3	--	--	--		3	--	--	--	
Filipino	3	--	--	--		3	--	--	--	
Hispanic or Latino	248	57	23.0	No		248	83	33.5	Yes	<u>Y3</u>
Pacific Islander	0	--	--	--		0	--	--	--	
White (not of Hispanic origin)	112	67	59.8	Yes		112	85	75.9	Yes	
Socioeconomically Disadvantaged	232	46	19.8	No		232	75	32.3	No	
English Learners	215	39	18.1	No		215	58	27.0	No	
Students with Disabilities	40	10	25.0	--		40	12	30.0	--	

Academic Performance Index (API) - Additional Indicator for AYP

2007 Base API	2008 Growth API	2007-08 Growth	Met 2008 API Criteria	Alternative Method
724	718	-6	Yes	

Two Way Language Immersion Program - The Two Way Language Immersion program was first offered at Las Palmas in September 1992 with a grant from the United States Department of Education. Students begin in kindergarten and continue in the program through Grade 5. Students may continue the Two Way Immersion program for Grades 6-8 at Bernice Ayer Middle School in San Clemente.

Structured English Instruction (SEI) Program - In addition to TWI, Las Palmas Elementary utilizes a Structured English Instruction (SEI) program for students not enrolled in the Two Way Language Immersion Program. The SEI program is being phased out as students matriculate to the next grade level. Currently, there are SEI classes in Grades 2 through 5.

Public School Choice & Two Way Immersion - The Two Way Immersion program is voluntary at both San Juan and Las Palmas Elementary Schools and families must apply to enter due to high demand. Because the two schools are in PI, parents opting not to participate must be provided the option to transfer their child to one of two other schools in the district not identified for improvement. This is referred to as Public School Choice. The District must utilize Title I funds to cover the cost of transportation. Students electing not to participate in TWI at San Juan Elementary are given the option to attend either Ambuehl or Del Obispo Elementary School in San Juan Capistrano. Students opting not to participate in TWI at Las Palmas are given the

option to attend either Marblehead Elementary School in San Clemente or Palisades Elementary School in Capistrano Beach. Many students residing in the San Juan and Las Palmas areas would like to attend their assigned school, but are unable to do so due to the lack of available space at certain grade levels. Consequently, these students from San Juan and Las Palmas must be bussed to other schools. Also, students must enter the Two Way Immersion program in kindergarten, so new 1st through 5th grades students moving into the area are not able to enroll in the TWI program at either San Juan or Las Palmas. The cost for transporting students from their assigned school to an alternate non-PI school is:

Transport From/To	Cost of Bus Route
From San Juan to Ambuehl	24.4 miles/day at \$7/mile for 180 days = \$30,744
From San Juan to Del Obispo	19.5 miles/day at \$7/mile for 180 days = \$24,570
From Las Palmas to Palisades	35.7 miles/day at \$7/mile for 180 days = 44,982
From Las Palmas to Marblehead	35.7 miles/day at \$7/mile for 180 days = \$44,982

There are three Program Improvement schools in CUSD – Kinoshita and San Juan located in the city of San Juan Capistrano, and Las Palmas located in San Clemente. The following chart outlines the number of students by school and grade level attending a school other than their assigned school. Note the increase in kindergarten students from Las Palmas and San Juan attending a school other than their assigned schools. Las Palmas and San Juan no longer offer an SEI kindergarten class, so all kindergarten students opting to remain at their assigned school must enroll in the TWI program (if there is space).

Public School Choice Transfer Requests

Home School	Choice School	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	Totals
Kinoshita	Ambuehl	2	3	3	2	6	2	18
Kinoshita	Del Obispo	9	2	2	2	2	1	18
Las Palmas	Marblehead	15	3	4	5	3	1	31
Las Palmas	Palisades	8	7	9	3	6	5	38
San Juan	Ambuehl	15	5	2	1	2	2	27
San Juan	Del Obispo	13	1	1	1	0	3	19
Totals		62	21	21	14	19	14	151

Restructuring Options for Las Palmas and San Juan Elementary Schools

K-8 School at San Juan – In 2003, the CUSD Board of Trustees reviewed San Juan Elementary School's restructuring proposal to move toward a K-8 configuration. This proposal would allow the continuation of the Two Way Immersion program through 8th grade. This configuration would benefit San Juan Elementary students, as well as provide enrollment relief at Marco Forster Middle School (MFMS) in San Juan Capistrano. The 2008-09 2nd month enrollment at

MFMS is 1,416 students, with approximately 200 students from the San Juan Elementary School attendance area.

With the first class of Two Way Immersion students now in 4th grade, a decision regarding the K-8 concept at San Juan is imminent because these students will be entering 6th grade in 2010/2011. If the K-8 concept is approved, the facilities at San Juan Elementary School will need to be expanded to house 6th through 8th grade students prior to the 2010/2011 school year.

SAN JUAN ELEMENTARY SCHOOL

Option to Transition to a K-8 Two Way Immersion Magnet School

- Transition to a K-8 Two Way Immersion Magnet School beginning with 6th graders in 2010/2011. SJES would not have boundaries beginning in 2010/2011.
- Priority to enroll in San Juan K-8 Two Way Immersion Magnet School would be given to students living within walking distance of the school (approximately 1.0 mile)
- Reassign San Juan Elementary attendance boundaries (study areas 0800, 0840, 0850, 0871 – 42 students) to Kinoshita Elementary School.
- Reassign a portion of Kinoshita students (study areas 0861, 0930, 0940, 0942 – 47 students) to Del Obispo.
- Reassign a portion of Del Obispo students (study areas 0990, 1000, 1120 – 20 students) to RH Dana.
- Reassign a portion of RH Dana students to Malcom (study area 0971 – 3 students).
- Reassign a portion of San Juan (study areas 0790, 0830, 0860 – no students live in these areas) to G. White.

R. H. Dana Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	387	433	475	497	524

Del Obispo Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	490	529	565	591	631

Kinoshita Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	622	645	660	645	650

Malcom Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	671	656	630	625	628

San Juan K-8 School	2008/09 K-5 2nd Month Enrollment	2010/11 K-6 Projected Enrollment	2011/12 K-7 Projected Enrollment	2012/13 K-8 Projected Enrollment	2013/14 K-8 Projected Enrollment
	631	757	847	932	947

George White Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	666	635	618	601	604

Marco Forster Middle School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	1364	1313	1246	1200	1160

Description of reassignment of study areas for San Juan Option to Transition to a K-8 Two Way Immersion Magnet School

R. H. Dana Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	Less Study Area 0971 to Malcom	Plus S. A.'s 0990, 1000 & 1120 from Del Obispo	2010/11 Total Enrollment
	387	416	-3	20	433

Del Obispo Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	Less S. A.'s 0990, 1000 & 1120 to R. H. Dana	Plus S. A.'s 0861, 0930, 0940, 0941, & 0942 from Kinoshita	2010/11 Total Enrollment
	490	502	-20	47	529

Kinoshita Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	Plus S. A.'s 0800 0840, 0850 & 0871 from San Juan	Less S. A.'s 0861, 0930, 0940, 0941, & 0942 to Del Obispo	2010/11 Total Enrollment
	622	650	42	-47	645

Malcom Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	Plus Study Area 0971 from R. H. Dana	2010/11 Total Enrollment
	671	653	3	656

George White Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	Plus S. A.'s 0740, 0790, 0830 & 0860 from San Juan	2010/11 Total Enrollment
	666	635	0	635

San Juan K-8 Two Way Immersion Option

Pros	Cons
Provides continuity in Two-Way Immersion Program at San Juan. Enables students to continue program into middle school	Shifts attendance boundaries at several elementary schools
Provides space at San Juan for additional students from the San Juan and Kinoshita attendance areas	Incurs facilities costs for adding 6 th -8 th grade classrooms at San Juan Elementary
Eliminates NCLB requirement to bus San Juan Elementary students to two non-PI schools – Ambuehl and Del Obispo Elementary Schools	
Allows students residing near San Juan Elementary School to attend a school within walking distance	
Reduces enrollment at Ambuehl	
Reduces enrollment at Marco Forster Middle School	

San Juan Option to Maintain Status Quo

- Continue with status quo at San Juan Elementary School
- Two-Way Immersion program will end after 5th grade
- NCLB students from San Juan Elementary School continue to be bussed to Ambuehl Elementary School and one additional elementary school (RH Dana, Malcom or George White Elementary School)

One of the following pairing of schools would be designated for San Juan Elementary NCLB students.

NCLB San Juan Students attend Ambuehl and RH Dana

(San Juan Elementary students have the option of attending either Ambuehl or RH Dana)

Ambuehl Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	548	581	589	616	646

R. H. Dana Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	387	451	511	545	586

San Juan Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	631	678	687	703	670

Marco Forster Middle School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	1364	1392	1406	1429	1437

NCLB San Juan Students attend Ambuehl and George White

(San Juan Elementary students have the option of attending either Ambuehl or George White)

Ambuehl Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	548	581	589	616	646

San Juan Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	631	678	687	703	670

George White Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	666	651	647	641	650

Marco Forster Middle School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	1364	1392	1406	1429	1437

NCLB San Juan Students attend Ambuehl and Malcom

(San Juan Elementary students have the option of attending either Ambuehl or Malcom)

Ambuehl Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	548	581	589	616	646

Malcom Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	671	677	668	679	691

San Juan Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	631	678	687	703	670

Marco Forster Middle School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	1364	1392	1406	1429	1437

Pros	Cons
Does not incur facilities cost at San Juan Elementary School	Terminates Two-Way Immersion program in 5 th grade for San Juan students
	Increases enrollment at Ambuehl and either RH Dana, Malcom or George White Elementary School
	Incurs cost of transporting San Juan Elementary students to RH Dana, Malcom or George White Elementary School
	Distance to the various schools makes it difficult for San Juan parents to attend parent conferences and various school events at RH Dana, Malcom, and George White Elementary Schools
	Increases enrollment at Marco Forster Middle School
	Incurs facilities costs at either RH Dana, Malcom, or George White Elementary School
	Continues the NCLB requirement to transport students from San Juan Elementary to multiple schools.

(Please see Attachment A for additional options for reassigning the San Juan Elementary students to other schools.)

LAS PALMAS ELEMENTARY SCHOOL

Option A

- K-5 Two-Way Immersion Magnet School beginning in 2010/2011 with no attendance boundaries for Las Palmas.
- Reassign current Las Palmas study areas to Concordia, Lobo and Palisades.

Concordia Elementary School	2008/09 2nd Month Enrollment	2009/10 Projected Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment
	630	656	666	660	655

Las Palmas Elementary School	2008/09 2nd Month Enrollment	2009/10 Projected Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment
	673	692	688	668	662

Clarence Lobo Elementary School	2008/09 2nd Month Enrollment	2009/10 Projected Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment
	454	495	518	534	552

Palisades Elementary School	2008/09 2nd Month Enrollment	2009/10 Projected Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment
	516	528	532	546	568

Pros	Cons
Eliminates cost of NCLB transportation to Marblehead School	Increases enrollment at Concordia, Lobo and Palisades Elementary Schools
Eliminates need to add relocatable classrooms to Las Palmas	Increases transportation costs by adding Concordia
Balances enrollment of Las Palmas students among three schools instead of two.	

Las Palmas Option B

- K-5 Two-Way Immersion Magnet School beginning in 2010/2011 with no attendance boundaries for Las Palmas.
- Reassign current Las Palmas study areas to Lobo, Marblehead, and Palisades.

Las Palmas Elementary School	2008/09 2nd Month Enrollment	2009/10 Projected Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment
	673	692	688	668	662

Clarence Lobo Elementary School	2008/09 2nd Month Enrollment	2009/10 Projected Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment
	454	495	518	534	552

Marblehead Elementary School	2008/09 2nd Month Enrollment	2009/10 Projected Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment
	574	559	556	539	540

Palisades Elementary School	2008/09 2nd Month Enrollment	2009/10 Projected Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment
	516	515	509	509	519

Pros	Cons
Balances enrollment of Las Palmas students among three schools instead of two.	Increases enrollment at Lobo
Eliminates need to add relocatable classrooms to Las Palmas	Continues to increase enrollment at Palisades and Marblehead

Las Palmas Option C**Maintain Status Quo**

- K-5 Two-Way Immersion School (no magnet school) with current attendance boundaries.
- Continue to provide students with the option of attending Marblehead or Palisades.

Las Palmas Elementary School	2008/09 2nd Month Enrollment	2009/10 Projected Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment
	673	692	688	668	662

Marblehead Elementary School	2008/09 2nd Month Enrollment	2009/10 Projected Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment
	574	589	608	607	621

Palisades Elementary School	2008/09 2nd Month Enrollment	2009/10 Projected Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment
	516	537	548	558	574

Pros	Cons
Maintenance of status quo – option of attending either Marblehead or Palisades Elementary School	Continues to increase enrollment at Marblehead and Palisades Elementary Schools
	Does not eliminate cost of NCLB transportation to Marblehead and Palisades Elementary Schools
	Incurs facilities costs at Marblehead and Palisades to add relocatable classrooms

Las Palmas Option D

Maintain Status Quo and add Concordia as NCLB Public School of Choice

- K-5 Two-Way Immersion School (no magnet school) with current attendance boundaries.
- Continue to provide students with the option of attending Marblehead and Palisades.
- Add Concordia Elementary School as an NCLB Public School of Choice option for Las Palmas students.

Concordia Elementary School	2008/09 2nd Month Enrollment	2009/10 Projected Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment
	630	649	652	639	629

Las Palmas Elementary School	2008/09 2nd Month Enrollment	2009/10 Projected Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment
	673	692	688	668	662

Marblehead Elementary School	2008/09 2nd Month Enrollment	2009/10 Projected Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment
	574	578	590	583	593

Palisades Elementary School	2008/09 2nd Month Enrollment	2009/10 Projected Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment
	516	527	529	534	546

Pros	Cons
Maintenance of status quo – option of attending either Marblehead or Palisades Elementary School	Does not eliminate cost of NCLB transportation to Marblehead and Palisades Elementary Schools
Adds another school to NCLB Public School Choice options	Adds cost of NCLB transportation to Concordia Elementary School
May slow the increase in enrollment at Marblehead and Palisades Elementary Schools	

TRUMAN BENEDICT ELEMENTARY SCHOOL

In order to accommodate the continued growth of the Talega community of San Clemente, attendance boundary adjustments were approved by the Board of Trustees in the spring of 2008. Students residing outside of the Talega community were reassigned from Vista del Mar Elementary School to Truman Benedict Elementary School located in the Forster Ranch community of San Clemente.

It was anticipated that additional enrollment for Truman Benedict from Vista del Mar Elementary School for the 2008/09 school year would be approximately 70 students. Actual second month enrollment was 805 students, an increase of 77 students. Enrollment at Truman Benedict is projected to decline to 800 students for the 2009/10 school year, with a continued decline in enrollment each consecutive year.

The district had planned to accommodate the additional enrollment for the 2008/09 school year by adding two portables to the campus. However, the costs to place portables on campus were unexpectedly high - \$200,000 - because the campus would have to be upgraded to meet ADA requirements instituted in recent years.

Currently, one class is housed in a YMCA portable. The YMCA program (Kindergarten Plus) was moved to the room behind the stage. All other classes are located in designated classroom spaces. With the enrollment projected to decline at Truman Benedict and the cost of relocatable classrooms and ADA compliance, staff does not recommend the placement of additional portables to the site.

Staff met with parents from Truman Benedict to discuss this issue and advised them that staff would not recommend the addition of portables to the school at this time. The parent group has requested the Board of Trustees revisit this issue and consider purchasing and placing a relocatable classroom on the Benedict site for the 2009/10 school year.

SPECIAL EDUCATION

In order to plan and prepare for future districtwide needs and to provide centralized special education preschool services, a series of reconfigurations is recommended.

PRESCHOOL

Special Education Preschool Services

Capistrano Unified School District is mandated by state law to provide special education services for individuals in need, ages 3 through 5. CUSD special education preschool programs provide a full continuum of services per students' individualized educational programs (IEPs). The goal of the District is to centralize these services for preschool students with special needs to four locations across the District: Foxborough in Aliso Viejo, Ambuehl in San Juan Capistrano, Las Flores in unincorporated Orange County (northeast portion of the District), and Castille in the city of Mission Viejo.

Benefits of Centralized Special Education Preschool Services

Centralization of special education preschool services will enable better collaboration and support for special education teachers, instructional aides, and families, while reducing the constant relocation of programs due to space constraints. In addition, administrative support would be concentrated at four locations instead of numerous sites throughout the District and there would be greater flexibility in programming student needs.

Support personnel would be able to serve students at one location, resulting in less driving time and fewer mileage reimbursement requests from personnel serving preschoolers. Less travel time for IBI tutors would allow for approximately 40 to 60 additional hours each week for direct IBI services for preschoolers, thereby avoiding costly non-public agency IBI contracts. The following cost savings would be realized through the centralization of services:

- *\$40,000.00 reduction in mileage reimbursement for IBI tutors and Autism Specialists*
- *\$5,000 reduction in mileage reimbursement for itinerant staff (PT, OT, APE, VI, OI, AT)*

Description of Preschool Services

- *Non Cat SDC Preschool:* Non Categorical Special Day Class: A daily classroom program that provides early intervention for children with Mild to Moderate Developmental Delays.
- *Structured SDC Preschool:* Special Day Class: A highly structured, daily program that provides early intervention for children with autism with moderate developmental delays
- *Language Builders:* A language intervention program for preschoolers.
- *DIS Speech Path:* Speech Pathologists provide Designated Instructional Service (DIS)/ Speech and language intervention to preschool age children.
- *Friendship Builders:* Social skills intervention group for preschoolers with autism.
- *Preschool Assessment Team:* Assessment team comprised of a psychologist and speech pathologist that assess preschool age students for eligibility for special education.
- *IBI - Intensive Behavior Intervention:* A one to one therapy intervention provided to students on the autism spectrum.

Proposed Centralized Locations for Preschool Programs

- **Foxborough Elementary**

In 2007/08 Foxborough Elementary School was combined with Wood Canyon Elementary in Aliso Viejo, leaving the site vacant. Journey Charter School and Niguel Children's Center currently lease space at the former Foxborough Elementary School location. The lease for Niguel Children's Center expires at the end of 2009/2010. Capistrano Unified School District is the Local Education Agency (LEA) overseeing Journey Charter School. Consequently, CUSD has a legal obligation to provide classroom space for CUSD students attending this school. It is proposed that Journey Charter School remain on the Foxborough site with the CUSD Preschool Center occupying the northern portion of the campus.

The Foxborough site would house the following programs which currently operate out of Don Juan Avila, Moulton, Crown Valley, and Wood Canyon Elementary Schools:

- Don Juan Avila Structured (Autism Specific) Special Day Class (SDC) Preschool (2 rooms)

- Don Juan Avila Non-Categorical (Non-Cat) Special Day Class (SDC) Preschool (1 room)

- Moulton Non Cat SDC Preschool (1 room)

- Crown Valley Non Cat SDC Preschool (1 room)

- Crown Valley Language Builders Program (1 room, all day)

- Friendship Builders Program (currently located at 2 SDC preschool sites)

- Wood Canyon Preschool Speech Pathologist(1 office)

- Wood Canyon Preschool Special Education Assessment Team (1 room)

- Fee Based Preschool (minimum of 2, 3 ideal for mainstreaming) (2 to 3 rooms)

- State Preschool (optional)

- **Ambuehl Elementary**

If San Juan Elementary School transitions to a K-8 magnet school and San Juan Elementary students are reassigned to Kinoshita, RH Dana, Malcom or George White Elementary School, then two to three classrooms will be available at the Ambuehl site. (San Juan Elementary School students are currently given the option of attending Ambuehl Elementary School through NCLB.) Additional relocatable classrooms or permanent structures would need to be added to the Ambuehl site in order to house all of the preschool programs. The proposed location of the Preschool Center is the building that was previously Tutor Time.

Ambuehl would house the following programs which currently operate at Palisades, Lobo, Barcelona Hills, and RH Dana Elementary Schools:

- Palisades Structured/Autism Specific SDC Preschool (2 rooms)

- Palisades Non Cat SDC Preschool (1 room)

- Lobo Non Cat SDC Preschool (2 rooms)

- Lobo Language Builders Program (share an SDC room)

Friendship Builders Program (currently located at Lobo) (0 room)
Lobo Preschool DIS Speech Pathologist (1 shared office- both DIS)
Barcelona Preschool DIS Speech (shared DIS office above)
RH Dana Preschool Assessment Team (1 shared room- 3 assessment teams)
Lobo Preschool Assessment Team (shared assessment team room)
Bilingual Preschool Assessment Team (shared assessment team room)
Fee Based Preschool (minimum of 2, 3 ideal for mainstreaming) (2 to 3 rooms)
State Preschool (optional)

- Continue at **Las Flores Elementary** with the following programs with additional programs from Bathgate Elementary School:
 - Las Flores Non Cat SDC Preschool (3 classes)
 - Las Flores Language Builders Program
 - Friendship Builders Program (currently located at Las Flores)
 - Fee Based Preschool (2 classes)
 - Preschool DIS Speech Pathologist (currently located at Bathgate)
- Continue at **Castille Elementary** with the following programs with additional programs from Reilly Elementary School:
 - Castille Structured SDC Preschool (3 classes)
 - Friendship Builders Program (currently located at Castille)
 - Fee Based Preschool (currently 1 class or 2 would be ideal)
 - Reilly Preschool DIS Speech Pathologist
 - Reilly Preschool Assessment Team

OTHER SPECIAL EDUCATION PROGRAMS

Continued Learning, Adult Special Services (CLASS)

Currently, Capistrano Unified School District, as mandated by state law, serves adult students with special needs, age 18-22 who have not graduated with a diploma. Some of these students are served through CLASS (Continued Learning, Adult Special Services). Those with the most intensive needs, requiring a full day program are served through the Young Adult Transition Program (YATP). CLASS serves individuals at the Adult Education Center in San Juan Capistrano. Students who attend Adult Special Services are those who, by virtue of their IEP, require individualized support for vocational and transition goals, which may include passing the CAHSEE in order to obtain a high school diploma. This is the first year of this program, and currently, approximately thirty 18-19 year olds are being served. Many of these students will continue in the program, and new students will transition from high school next fall, so it is anticipated that there will be significant growth in this program over the next four years.

Young Adult Transition Program

The Young Adult Transition Program (serving ages 18-22) is located on the same campus as San Juan Elementary School. Over the course of each of the last two years, the Young Adult Transition Program (YATP) has grown by an average of fifteen students per year. This has resulted in the need for an additional classroom each year. This growth will continue, creating the need for more space for the program overall. Additionally, over the past three years, students have been added to the YATP program instead of County programs. This has produced significant savings in expenditures overall. (OCDE programs cost the District from \$50,000-\$100,000 per student) In addition, some of the students have increasingly complex medical needs, with some requiring more sophisticated health care and hygiene intervention that necessitates more and larger bathroom facilities.

As an interim measure, some of the more medically fragile students have been placed at San Juan Hills High School (SJHHS), but eventually this space will be needed by the increasing population of severely handicapped high school age students at SJHHS. In addition, SJHHS will need the classroom space because they will add grade 11 in 2009/10 and grade 12 in 2010/11. If San Juan Elementary School transitions to a K-8 School, the YATP will need to be moved in order to house additional K-8 students at San Juan Elementary School. It is proposed that Young Adult Transition Program be moved from the San Juan site to the Junipero Serra Continuation High School and Adult Education site in San Juan Capistrano.

Bridges Community Day High School

San Juan/YATP Site also houses the Bridges Program. Bridges is an alternative special education program for high school age students who have emotional and/or conduct related needs who cannot continue to be educated on a comprehensive high school campus. It is a "bridge" that allows these students to continue to be educated in the District, rather than have them placed in Non-public Schools or Residential Treatment Facilities.

The students are housed in two classrooms. Currently, there are twelve students in this program. If these students were placed at Non-Public Schools or Residential Treatment Centers, it would incur a minimum cost of \$30,000.00 per year per student, including the cost of tuition and transportation.

Given the proposed/possible changes to the San Juan Elementary site, the space that the YATP and Bridges are currently using will need to be used to accommodate a K-8 population. Therefore, it is recommended that the Bridges Community Day High School be reassigned to another location in conjunction with the Serra Continuation High School.

Junipero Serra Continuation High School

If the Young Adult Transition Program is reassigned to the Serra site, this will necessitate relocating Serra Continuation High School to a different location. It is recommended to move Serra Continuation High School to the Crown Valley Elementary School site in Laguna Niguel, allowing for growth in this program and the housing of the Community Day Programs and Bridges at the current Continuation High School site. Other low-enrollment elementary schools were considered for Serra but Crown Valley is the best option at this point because of location, size of the campus, and access to public transportation.

Since 1965, state law has mandated that most school districts enrolling over 100 12th grade students make available a continuation program or school that provides an alternative route to the high school diploma for youth vulnerable to academic or behavioral failure. Continuation high school programs are a cornerstone of the state's drop-out prevention strategy.

Junipero Serra Continuation High School is CUSD's only continuation high school. It is located in San Juan Capistrano and currently serves 164 students in grades 10, 11, and 12. Over the past few years improvements have been made to the campus, including library enhancements and a refurbished courtyard. Under the leadership of Principal Rich Bellante, enrollment has grown and academic programs have been strengthened and expanded. The current facility is limited in space and significant upgrades are required if programs are to be improved or expanded. The school site houses Junipero Serra Continuation High School, Adult and Community Education programs, and a Teen Moms program.

The Western Association of Schools and Colleges (WASC) team visited Serra High School in the spring and fall of 2008 as the school sought accreditation. They advised that "district leadership develop and implement a plan to increase the number of CUSD students served by a school program built on the vision and values exemplified by Serra High School." California State Education Code recommends that a school district serve up to 10% of the high school population in an alternative program. CUSD has a high school enrollment of almost 16,000 and cannot accommodate more students at the Serra campus. This has resulted in large numbers of students who attend alternative county programs and a significant loss of ADA funding.

If the Serra program had additional physical space, it could offer a more varied and rigorous instructional program while serving a larger student population. Career pathways could be strengthened, as well as connections with local community colleges. Another benefit would be

pairing the Bridges program with the Continuation High School. This would afford special education students the opportunity to be educated with their high school age peers.

A recent study by the National Center for Urban School Transformation concluded that “the quality and location of the facilities relative to other schools sent powerful signals to the community and to the students themselves about the priority the district place on their education.”

Adult and Community Education

Capistrano Adult and Community Education serve over 16,000 students, from preschoolers to senior citizens, at over 40 sites throughout CUSD. About 8,000 of these students take state-funded Adult Education classes to earn a high school diploma or GED, improve English language abilities, learn to be more effective parents, become citizens, or acquire computer and other work-related skills to become more successful parents and productive workers. Another 8,000 adults and children take fee-based Community Education classes in aquatics, the arts, and a variety of other areas.

One of the primary target populations for Adult School programs is the low-income, predominantly Spanish-speaking community that resides within walking distance of the San Juan Capistrano campus. Several thousand of these local residents, who often lack transportation, attend classes at the Adult School campus offered mornings, afternoons, evenings and Saturdays to meet their goals. (The Serra High School classrooms are also used for Adult Education programs in the evening and on Saturdays.)

The location of the school is critically important to these students. If the school were moved to another location most of these students could not and would not attend school to learn the skills they need.

In the fall of 2001 the Adult Education program was relocated from the original Capistrano Union High School building into portables on the campus to provide for growth and more appropriate housing for Serra High School. The space allocated for the Adult Education programs was insufficient and in poor condition. The intention at that time was to use Adult Education funds to construct a two-story modular building to provide additional space to serve Adult Education students. This project has been on hold until a comprehensive facility-wide plan could be adopted.

Seven years later, the Adult School programs continue to grow and the facility issues are even more challenging. Adult students deserve a professional and appropriate school facility, and this proposal would allow for the development of such a site.

Repurpose Crown Valley Elementary School

In order to house the Bridges program and the Junipero Serra Continuation High School at the Crown Valley Elementary School site, current elementary students at Crown Valley Elementary School would be reassigned to other elementary schools in Laguna Niguel. Crown Valley Elementary School has a current enrollment of approximately 350 general education students and

70 students enrolled in special education classes. The Deaf and Hard of Hearing (DHH) program currently housed at Crown Valley would be moved to another elementary school in Laguna Niguel.

In addition, if Junipero Serra Continuation High School is relocated to the Crown Valley site, this would allow for the expansion of the Adult Education Center at the Junipero Serra Continuation High School site in San Juan Capistrano and the addition of the Young Adult Transition Program.

Challenges

If no changes are made to the program options of San Juan Elementary School, the growth in numbers and changing needs of students in the YATP and Bridges program will continue to warrant more space.

Not only can the District not fully house the YATP and Bridges program there currently, but there is no room for growth at the San Juan Elementary Site or the Adult Education Site.

The temporary location for the medically fragile YATP students at San Juan Hills High School will eventually be needed for the increasing population of severely handicapped high school age students.

Since Bridges is a high school alternative program, it would be more appropriate to provide support to students in this program at a location where they can be educated with other high school age students.

If San Juan Elementary School transitions to a K-8, Two-Way English Language Immersion Program, that site will need the space that is currently housing part of the YATP and the Bridges Program. The District will be forced to find additional space for these programs.

Special education programs for non diploma students ages 18-22 are mandated by federal law. CUSD needs more space to house the expansion of special education (CLASS) and regular adult programs.

Lastly, CUSD must begin to plan ways to expand the high school alternative education programs.

Proposal

- Allow for growth at San Juan Elementary School by moving the Young Adult Transition Program and Bridges to another location
- Move the YATP to the Adult Education Center in San Juan Capistrano

In order to do this, the District would need to expand the facilities at the Adult Education Center. This could be accomplished by moving Serra Continuation School off the site where it is currently housed next to the Adult Education Center, to a more central location with more space. This would allow for adequate and appropriate housing of our Young Adult Transition Program

while providing more space to expand the crowded Adult Education Center. Additionally, this would allow the District to expand our Alternative Education Program, as also has been determined to be a goal of the District.

Repurpose an elementary site with a small student population that is currently in a central location with easy access to public transportation. (For example: Crown Valley Elementary School). House both Serra Continuation School and Bridges at this site.

Financial Implications

Each option will have an impact on the general fund.

Staff Recommendation

It is respectfully recommended that Board President recognize Sherine Smith, Deputy Superintendent, Education, who will introduce this item. Following the presentation staff will be available to answer any questions Trustees may have.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: A. Woodrow Carter, Superintendent

FROM: Sherine Smith, Deputy Superintendent, Education
Jolene Dougherty, Executive Director, Consolidated Programs & Special Projects

SUBJECT: **ATTACHMENT A**
2009/10 FACILITIES - RESTRUCTURING RECOMMENDATIONS
San Juan K-8 Two Way Immersion Magnet School

RESTRUCTURING SAN JUAN ELEMENTARY SCHOOL

It is recommended to restructure and designate San Juan Elementary School as a magnet school (a school with no assigned attendance areas). San Juan would transition to a K-8 configuration beginning in 2010/11 with San Juan 6th graders remaining at San Juan for middle school.

The 2009/10 Facilities Restructuring Board Item presents two options for San Juan Elementary School – one transitioning San Juan to a K-8 Two Way Immersion Magnet School and the other maintaining the status quo at San Juan Elementary School thereby ending the Two Way Immersion program in 5th grade.

If it is decided to move forward with transitioning San Juan to a K-8 Two Way Immersion Magnet School, the following options for reassigning the San Juan Elementary study areas may be considered. The option presented in the Board Item is the preferred option.

San Juan Option B

- K-8 Two Way Immersion Magnet School beginning with 6th graders in 2010/2011 - SJES would not have boundaries beginning in 2010/2011.
- Priority to enroll in San Juan K-8 Two Way Immersion Magnet School would be given to students living within walking distance of the school (approximately 1.0 mile)
- Reassign current San Juan study areas to RH Dana Elementary beginning 2010/2011.

R. H. Dana Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	387	458	525	572	619

San Juan K-8 School	2008/09 K-5 2nd Month Enrollment	2010/11 K-6 Projected Enrollment	2011/12 K-7 Projected Enrollment	2012/13 K-8 Projected Enrollment	2013/14 K-8 Projected Enrollment
	631	757	847	932	947

Marco Forster Middle School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	1364	1313	1246	1200	1160

San Juan Option B

Pros	Cons
Provides continuity in the Two-Way Immersion program at San Juan. Enables students to continue program into middle school	Incurs facilities costs at San Juan Elementary School to convert to a K-8 campus
Provides space at San Juan for additional students from the San Juan and Kinoshita attendance areas	Distance to RH Dana makes it difficult for San Juan parents to attend parent conferences and various school events at RH Dana
Eliminates NCLB requirement to bus San Juan Elementary students to two non-PI schools - Ambuehl and Del Obispo	Incurs cost of adding relocatable classrooms to RH Dana Elementary School
Allows students residing near San Juan Elementary School to attend a school within walking distance	Incurs cost of transporting students from San Juan Elementary area to RH Dana
Reduces enrollment at Marco Forster Middle School	May push RH Dana into Program Improvement (PI)
Increases currently declining enrollment at RH Dana	

San Juan Option C

- K-8 Two Way Immersion Magnet School beginning with 6th graders in 2010/2011 - SJES would not have boundaries beginning in 2010/2011.
- Priority to enroll in San Juan K-8 Two Way Immersion Magnet School would be given to students living within walking distance of the school (approximately 1.0 mile)
- Reassign current San Juan study areas to George White Elementary beginning 2010/2011.

San Juan K-8 School	2008/09 K-5 2nd Month Enrollment	2010/11 K-6 Projected Enrollment	2011/12 K-7 Projected Enrollment	2012/13 K-8 Projected Enrollment	2013/14 K-8 Projected Enrollment
	631	757	847	932	947

George White Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	666	677	715	748	797

Marco Forster Middle School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	1364	1313	1246	1200	1160

Pros	Cons
Provides continuity in the Two-Way Immersion program at San Juan. Enables students to continue program into middle school	Increases enrollment at George White Elementary School
Provides space at San Juan for additional students from the San Juan and Kinoshita attendance areas	Incurs cost of transporting students to George White Elementary School
Eliminates NCLB requirement to bus San Juan Elementary students to two non-PI schools – Ambuehl and Del Obispo	Incurs facilities costs at San Juan Elementary School to convert to a K-8 campus
Reduces enrollment at Marco Forster Middle School	Distance to George White makes it difficult for San Juan parents to attend parent conferences and various school events at George White
	Incurs cost of adding relocatable classrooms to George White Elementary School

San Juan Option D

- K-8 Two Way Immersion Magnet School beginning with 6th graders in 2010/2011 - SJES would not have boundaries beginning in 2010/2011.
- Priority to enroll in San Juan K-8 Two Way Immersion Magnet School would be given to students living within walking distance of the school (approximately 1.0 mile)
- Reassign current San Juan study areas to Malcom Elementary beginning 2010/2011.

Malcom Elementary School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	671	695	708	744	776

San Juan K-8 School	2008/09 K-5 2nd Month Enrollment	2010/11 K-6 Projected Enrollment	2011/12 K-7 Projected Enrollment	2012/13 K-8 Projected Enrollment	2013/14 K-8 Projected Enrollment
	631	757	847	932	947

Marco Forster Middle School	2008/09 2nd Month Enrollment	2010/11 Projected Enrollment	2011/12 Projected Enrollment	2012/13 Projected Enrollment	2013/14 Projected Enrollment
	1364	1313	1246	1200	1160

Pros	Cons
Provides continuity in the Two-Way Immersion program at San Juan. Enables students to continue program into middle school	Increases enrollment at Malcom Elementary School
Provides space at San Juan for additional students from the San Juan and Kinoshita attendance areas	Incurs cost of transportation to Malcom Elementary School
Eliminates NCLB requirement to bus San Juan Elementary students to two non-PI schools	Incurs facilities costs at San Juan Elementary School to convert to a K-8 campus
Reduces enrollment at Marco Forster Middle School	Distance to Malcom makes it difficult for San Juan parents to attend school events at Malcom
Eliminates cost of transportation to Ambuehl and Del Obispo Elementary Schools	Incurs cost of adding relocatable classrooms to Malcom Elementary School

2009/10 Open Enrollment

Schools with Limited Space

Elementary Schools:

Barcelona Hills
Bergeson
Castille
Crown Valley
R.H. Dana
Del Obispo

Hankey K-8
Hidden Hills
Las Palmas*
Lobo
Reilly
San Juan*

Tijeras Creek
Viejo
Wagon Wheel
George White
Wood Canyon

Middle Schools:

Aliso Viejo MS
Don Juan Avila MS

Marco Forster MS
Shorecliffs MS

High Schools:

San Juan Hills HS

One-to-One Transfers

Elementary Schools:

Ambuehl
Arroyo Vista K-8
Don Juan Avila
Bathgate
Canyon Vista

Concordia
Kinoshita
Las Flores
Malcom

Marblehead
Moulton
Oak Grove
Palisades

Middle Schools:

Bernice Ayer MS

Las Flores MS

Niguel Hills MS

High Schools:

Aliso Niguel HS
Capistrano Valley HS

Dana Hills HS
San Clemente HS

Tesoro HS

Impacted Schools

Elementary Schools:

Benedict
Chaparral

Ladera Ranch
Laguna Niguel

Oso Grande
Vista del Mar

Middle Schools:

Ladera Ranch MS

Newhart MS

Vista del Mar MS

*Las Palmas and San Juan are accepting applications for kindergarten students in the dual immersion program only.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 10, 2008

TO: A. Woodrow Carter, Superintendent

FROM: Sherine Smith, Deputy Superintendent, Education

SUBJECT: **SCHOOL PLANNING AND FACILITIES: 2010-11 AND BEYOND**

In past years, decisions about a specific school site have often been made in isolation without exploring the long-range implications and ramifications the decision would have on other sites across the District. Many factors must be analyzed before an informed decision can be made about a specific site. Such factors include student and instructional program needs, enrollment projections, physical capacity of sites, special education programs, funding (both categorical and general), state and federal laws (including No Child Left Behind), school boundaries, and expectations of the community.

Staff has been meeting regularly since September to do long-range planning for school program and facilities needs. A number of issues have surfaced that require careful, thoughtful planning. The issues are complex, sensitive, and intricately intertwined. The identification of one issue has inevitably led to the identification of several other issues. The District is in the midst of a master facilities planning process, and it will likely be several months before it is completed and a prioritization process begins. In the meantime, it is important to start making decisions in January 2009 for any changes that need to be implemented in the fall of 2010.

A comprehensive report is being prepared for an informational presentation at the January 12, 2009 Board meeting. After that, I recommend this topic be placed on the agenda as an action item for February and March because the issues will generate the need for input and guidance from the Board and community, as well as follow up by staff.

I suggest that Board members be given the opportunity to work through these issues in groups of two or three, or that a workshop dedicated to this topic be scheduled between Board meetings. This will allow Board members to digest the information in smaller pieces.

The bottom line: we face some challenging and difficult decisions. However, I believe that if we ask ourselves "What is best for kids?" and use that question as our guiding principle, we will be able to work through these issues and make sound long-term decisions that benefit our children.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: Ellen Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: A. Woodrow Carter, Superintendent

SUBJECT: **SETTLEMENT AGREEMENT BETWEEN CUSD AND WHISPERING
HILLS, LLC FOR FINAL LAND PURCHASE PAYMENT AND LOT LINE
ADJUSTMENTS FOR SAN JUAN HILLS HIGH SCHOOL**

BACKGROUND INFORMATION

In 2003, Capistrano Unified School District (CUSD) and Whispering Hills LLC (WHLLC) entered into a Purchase and Sale Agreement for the purchase of the real property for the future San Juan Hills High School ("SJHHS"). Pursuant to the Purchase and Sale Agreement, the final payment for the site was payable solely from proceeds of bonds of Community Facilities District No. 2005-1 (the "CFD"). However, delays in development of the land within the CFD have resulted in the delay of a CFD bond issuance. Given that WHLLC is now proceeding with the sale of the land located within the CFD to developers with significant home building experience and funding sources, CUSD is now in a position to issue the first series of CFD bonds. CUSD representatives have, over the past months, met several times with representatives of the Developers to negotiate a settlement of all matters in dispute including the terms of the final land purchase payment, and completing the lot line adjustments that are necessary around the school property.

CURRENT CONSIDERATIONS

This agenda item is intended to be a "first look" at the proposed "Settlement and Mutual Release Agreement" between CUSD and WHLLC – provided under separate cover as Exhibit A. No Board action on this agreement is anticipated at this time, only an introduction and discussion of the terms and conditions. Staff anticipates bringing the agreement back to the Board in February 2009 after any final refinements by legal counsels of both parties. Once the agreement is approved, the next steps will include sending out a Request for Proposals for a MAI appraiser with community facilities district appraisal expertise. The Board would then be asked to engage an appraiser and direct further due diligence investigation of the creditworthiness of a first Series CFD Bond issuance. This due diligence would include an update to the market absorption study, an appraisal of the land within the CFD, review of necessary land purchase, development and financing documentation, proceedings to reduce the maximum special tax rates of the CFD to a level which results in an estimated effective tax rate, including all overlapping property taxes and assessments and the proposed CFD taxes, of 2% (consistent with CUSD CFD policies), analysis of the amended CFD taxing capacity and proper disclosure of information material to bond investors.

**SETTLEMENT AGREEMENT BETWEEN CUSD AND WHISPERING HILLS, LLC FOR
FINAL LAND PURCHASE PAYMENT AND LOT LINE ADJUSTMENTS FOR SAN
JUAN HILLS HIGH SCHOOL**

January 12, 2009

Page 2

FINANCIAL IMPLICATIONS

This agenda item does not directly impact the District's General Fund. Funds to plan and build San Juan Hills High School and to pay for consultant fees come from a variety of capital facilities accounts that included Mello-Roos funds, Measure A funds, developer fees, and the State's School Facility Program.

STAFF RECOMMENDATION

It is respectfully requested that the Board President recognize A. Woodrow Carter, Superintendent, who will introduce this agenda item, and then call upon Ron Lebs, Deputy Superintendent, Business and Support Services, and Ms. Denise Hering of Stradling, Yocca, Carlson & Rauth – the Districts' legal counsel who will be available to discuss the agreement and address any questions.

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

THIS SETTLEMENT AND MUTUAL RELEASE ("Agreement") dated for reference purposes only _____, 2008 is by and among the Capistrano Unified School District (the "District"), Whispering Hills LLC ("WHLLC"), a California limited liability company, and Rancho San Juan Development, LLC ("RSJLLC" or "Developer"), a California limited liability company collectively referred to hereafter as the "Parties".

FACTUAL RECITALS

A. On April 28, 2003, WHLLC as seller, and the District as purchaser, entered into a Purchase and Sale Agreement and Escrow Instructions ("Purchase Agreement") for the purchase and sale of a 50.3 acre site for construction of the San Juan Hills High School (the "Site").

B. Pursuant to the Purchase Agreement, the purchase price for the Site was \$51,035,000 and payable as follows: (i) \$21,500,000 deposit into escrow; (ii) \$17,535,000 promissory note from District to WHLLC; (iii) \$6,000,000 promissory note from District to WHLLC; and (iv) \$6,000,000 promissory note from District to WHLLC (referred to as that certain "WHCFD Note"). Escrow closed on April 30, 2003 and the District has paid all but \$6,000,000 of the purchase price, as evidenced by the WHCFD Note.

C. Further to the Purchase Agreement, on July 1, 2005, the District, WHLLC and the City of San Juan Capistrano ("City") entered into a Joint Community Facilities Agreement ("JCF Agreement") concerning the proposed formation of the District's Community Facilities District No. 2005-1 ("CFD") located adjacent to the Site (the "CFD Property"). The JCF Agreement contains recitals indicating that WHLLC, as developer of the CFD Property, has obtained the necessary development approvals to construct approximately 155 residential units on the CFD Property (the "Project"). The JCF Agreement further recites that the CFD will be used to finance the acquisition, financing and construction of required infrastructure related to the Project, including School Facilities and City Facilities as such terms are defined in the JCF Agreement.

D. On July 1, 2005, WHLLC and the District also entered into an Impact Mitigation Agreement Related to the CFD ("Mitigation Agreement"). The recitals provide that WHLLC proposes to construct the Project, that the Project will generate additional students in grades kindergarten through twelfth ("Project Students") and that additional school facilities will be needed to adequately house Project Students. The purpose of the Mitigation Agreement is to provide for the formation of the CFD in order to fund School Facilities through the levy of special taxes and issuance of bonds of the CFD in satisfaction of WHLLC's obligation to pay impact fees.

E. Disputes have arisen between the parties regarding payment of the final Site purchase price balance pursuant to the WHCFD Note and other matters (the "Disputes").

F. Recently, District has become aware that WHLLC desires to transfer the CFD Property to RSJLLC for the purpose of developing, constructing, marketing and selling residential lots and/or homes. RSJLLC expects to build the Project in phases, with the first phase involving the development, marketing and sale of 70 homes ("Phase I Homes").

G. Representatives of the District, WHLLC and RSJLLC have met over the last several months in an effort to resolve the Dispute.

H. Without any admissions of any type or nature concerning the Dispute, the Parties hereby desire to resolve the Dispute and to settle and compromise the Dispute upon the terms and conditions hereinafter set forth solely in order to avoid the risk, expense and uncertainty of litigation and to allow RSJLLC to acquire and develop the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Effective Date of Agreement.** The Parties hereby confirm and agree that this Agreement is effective and binding on the Parties upon the first day (the "Effective Date") on which each of the following conditions has occurred (collectively, the "Necessary Conditions"): (i) this Agreement has been approved and ratified by the Board of Trustees of District; (ii) a duly authorized representative of the District has executed this Agreement; (iii) duly authorized representatives of WHLLC and RSJLLC have each executed this Agreement; (iv) RSJLLC has acquired all rights, title and interest in the CFD Property from WHLLC, including all development rights and entitlements necessary for the development of the Project as evidenced in a binding and enforceable purchase and/or joint venture contract; (v) the Parties have amended the Mitigation Agreement as necessary to harmonize the terms and conditions in the Mitigation Agreement with those in this Agreement; (vi) the proceedings to modify the CFD have successfully been completed as described in, and in accordance with, Section 2.1 below; and (vii) the Phase I CFD Bonds (defined below) have been issued and sold in accordance with Section 3 below. Within a reasonable time after the Effective Date, the Parties shall execute a certificate certifying the Effective Date. If each of the Necessary Conditions has not occurred by October 15, 2009, this Agreement shall be null and void unless the Parties agree to extend the date by which the Necessary Conditions must be satisfied. If the only Necessary Condition that has not been met by October 15, 2009 is the issuance of the Phase I CFD Bonds because bond market conditions prevented such issuance, both parties hereby agree to an automatic ninety-day extension of such date to January 15, 2010. The Parties agree that the limitation periods for instituting any action against one another relating to any matters that are the subject of this Agreement shall be tolled for the period of time commencing with the date of this Agreement and terminating on the date that is ninety (90) days following the date on which this Agreement becomes null and void pursuant to this Section 1.

2. **Reduction In and Levy of CFD Special Tax.**

2.1 The District shall complete proceedings to reduce the CFD special tax rates to an amount equal to 2% (may be lower for the custom lots proposed for the Project) of the current estimated sales prices of the homes within the CFD by March 30, 2009. The reduced special tax rates shall escalate by 2% per year, commencing July 1, 2010.

2.2 Special taxes shall be levied on assessor's parcels for which a building permit has been issued for residential construction ("Developed Property") at 100% of the assigned special tax rates prior to the issuance of all CFD Bonds (as defined below).

2.3 All special taxes collected from Developed Property in excess of debt service and administrative expenses ("Surplus Special Taxes") shall be applied to fund the unpaid portion, if any, of the \$6,000,000 WHCFD Note and \$6,855,900 of City Facilities, in the priority determined by RSJLLC. Subsequent to the funding of both above-referenced amounts in full, any Surplus Special Taxes shall be applied as determined by the District in its sole discretion.

3. **Issuance of CFD Bonds.**

3.1 Series of bonds shall be issued by the CFD ("Bonds") within a reasonable time following satisfaction of the following conditions precedent, provided that no Bonds shall be issued if any owner, other than an individual owner, of CFD Property is then delinquent in payment of special taxes or ad valorem taxes. The financing terms described below apply solely to the first series of Bonds issued that are sized based upon the expected Developed Property special tax revenues from the Phase I Homes (the "Phase I CFD Bonds"), unless subsequent series are specifically indicated.

(i) The District shall reasonably determine that the Phase I CFD Bonds are marketable based upon then existing economic, credit market, housing market and CFD development circumstances.

(ii) The value-to-lien ratio shall be based on a CDIAC standard appraisal of all taxable property in the CFD in the aggregate of 5:1 or greater; with no secondary value to lien requirement for "Undeveloped Property" (i.e. assessor's parcels for which no building permit for residential construction has been issued) for the Phase I CFD Bonds. Value-to-lien requirements for Undeveloped Property for subsequent series of Bonds shall be determined by the District, in reasonable sole discretion, based upon development status and other factors existing at the time of issuance of any subsequent series of Bonds.

(iii) The District shall receive an update to the market absorption study.

(iv) A binding and enforceable purchase and sales or joint venture contract for the development of the Phase I Homes shall be in place with either RSJLLC or another merchant builder and such builder shall demonstrate a contract is in place for home construction financing for the Phase I Homes. Such contracts shall be reviewed by disclosure counsel for the District, described in the official statement for the bonds and such description shall be affirmed by an opinion of developer counsel.

(v) Capitalized interest on the Phase I CFD Bonds shall be funded for two years, provided that, at the request of RSJLLC, District will consider whether the aggregate of all security enhancement in place for the Phase I CFD Bonds and other factors warrant a lesser period, but not less than 18 months, of capitalized interest.

(vi) All owners of CFD Property that are not end users must provide a cash deposit or letter of credit ("Security") meeting the criteria below until 75% of the annual

special tax levy is levied on CFD Property owned by end-users. The Security shall be in an amount equal to the owner's expected special tax payments based on current ownership and debt service on the Bonds for the two years immediately following the expenditure of all capitalized interest and subject to the following conditions:

(a) the Security shall be provided (1) by a bank reasonably acceptable to the District and (2) prior to the issuance and sale of the Bonds;

(b) the Security shall be reduced as the owner conveys property by the amount equal to two years expected special taxes for the conveyed property (i.e., for the two years of debt service on the Bonds covered by the Security);

(c) the Security shall be released when 75% of the annual special tax levy is levied on property owned by end-users; and

(d) the Security may be drawn on in the event, and in the amount of, the owner's special tax payment delinquency.

(vii) The Phase I CFD Bonds shall be issued subject to normal underwriting criteria, and sized at the lesser amount derived from application of the following tests: (a) 5:1 value-to-lien ratio and (b) 110% debt service plus priority administration coverage from Special Taxes projected to be levied annually on lots which are subject to a purchase and sale contract or joint venture agreement as described above and for which all requisite home construction financing is obtained.

3.2 It is the intent of the Parties that the Bonds should be sold in a public offering in \$5,000 increments barring any unexpected material negative changes in the market or the development which would necessitate that the Bonds be sold through a limited offering.

4. **Allocation of CFD Proceeds between School Facilities and City Facilities.**

4.1 The first \$12,855,900 in combined Surplus Special Taxes and net proceeds of the Bonds (collectively, "CFD Proceeds") shall be available for repayment of the WHCFD Note and funding City Facilities in the order determined by RSJLLC, as described below. In light of the fact that District has agreed that RSJLLC may, in its exclusive discretion, elect to apply the first \$6,000,000 of CFD Proceeds to the payment in full of the WHCFD Note, RSJLLC agrees that, in the event RSJLLC chooses to use any of the first \$6,000,000 of CFD Proceeds for purposes other than paying down the WHCFD Note, RSJLLC, and all other real parties in interest of the WHCFD Note, waive any right, claim or interest for payment of any unpaid portion of the WHCFD Note and shall be estopped from suing the District or the CFD for failure to pay any unpaid portion of the WHCFD Note and shall hold the District harmless for any shortfall in CFD Proceeds to pay the WHCFD Note in the future, provided that the District has applied and continues to apply CFD Proceeds as provided herein and shall not fail to issue subsequent series of Bonds when the underwriting criteria are satisfied in order to avoid repayment of the remaining portion of the WHCFD Note and funding of City Facilities. If RSJLLC elects to use the first \$6,000,000 of CFD Proceeds for purposes other than paying down the WHCFD Note, the unpaid portion of the WHCFD Note shall remain due and payable from the first \$12,855,900 in CFD Proceeds.

4.2 The first \$6 million in CFD Proceeds made available for School Facilities shall be applied to pay the \$6 million WHCFD Note. After the WHCFD Note is paid in full and \$6,855,900 has been provided to fund City Facilities, the next \$855,900 of CFD Proceeds shall be disbursed for School Facilities.

4.3 Funding repayment of the WHCFD Note shall be considered funding of School Facilities. After \$13,711,800 in CFD Proceeds has been funded for City Facilities and School Facilities, the next \$4,880,200 in CFD Proceeds shall be available for School Facilities and City Facilities on a 50/50 basis. All remaining CFD Proceeds shall be available for School Facilities.

4.4 District agrees that, notwithstanding any provisions of the JCF Agreement to the contrary, RSJLLC may be reimbursed from CFD Proceeds allocated for City Facilities pursuant to the preceding paragraphs for prior payments of CFD-eligible City fees with respect to property in the CFD.

5. **Certificate of Compliance Requirements.**

5.1 Prior to the issuance of the Phase I CFD Bonds, cash deposits or a letter of credit in the amount of then-applicable level two fees of the District shall be required prior to issuance of certificates of compliance from the District. Such cash deposits shall be returned to the payer, or the letter of credit shall be returned to the provider, upon issuance of the Phase I Bonds.

5.2 After issuance of the Phase I CFD Bonds, no cash deposits or other payments or security shall be required prior to the issuance of certificates of compliance.

6. **Dissolution of CFD.**

6.1 Prior to the issuance of the Phase 1 CFD Bonds, RSJLLC may by written notice to the District request that the District dissolve the CFD and record a notice of dissolution with respect to the CFD Property and CFD special tax lien in accordance with Government Code Section 53338.5. Upon District's recordation of the notice of dissolution, the Necessary Conditions specified in Section 2(vi) and (vii) above shall be deemed satisfied and neither the CFD nor the District shall have any further obligation with respect to the repayment of the WHCFD Note or funding of City Facilities. Following the recordation of the notice of dissolution, RSJLLC shall be required to pay the applicable statutory school fees of the District as a condition of the District's issuance of a certificate of compliance for each residential dwelling unit. If RSJLLC has previously provided a letter of credit in lieu of cash deposit's pursuant to Section 5.1 above, RSJLLC shall pay the statutory school fees secured by such letter of credit within five (5) days following District's recordation of the notice of dissolution.

7. **Real Property Transfers.**

7.1 Within five (5) business days following the Effective Date, RSJLLC shall open escrow with Fidelity National Title Company ("Escrow Agent").

7.2 Following the Effective Date, RSJLLC agrees to transfer to District, without compensation, Parcel A and Parcel B (collectively the "Additional Properties") as

identified in Exhibit "A", attached hereto and incorporated herein by this reference. Such transfers shall be subject to the following conditions:

7.2.1. Title to each of the Additional Properties shall be conveyed by RSJLLC to District at the Close of Escrow in fee simple by grant deed, free and clear of any and all liens, claims, encumbrances, mortgages, deeds of trust, and security interests (including the lien of real estate taxes) but subject to all the "Permitted Exceptions" (as defined below).

7.2.2. With respect to Parcel B, RSJLLC's obligation to transfer the property to District is subject to the District receiving all governmental approvals for the acquisition of Parcel B, including but not limited to requirements imposed by the California Department of Education. District agrees to diligently pursue all such governmental approvals. If the approvals have not been obtained, or if District has not otherwise accepted fee title by October 15, 2009, or such later date approved in writing by RSJLLC, the District's right to acquire Parcel B under the terms and conditions in this Agreement shall terminate and the District shall immediately remove all improvements it has made to Parcel B. RSJLLC shall then be permitted to use Parcel B for any purpose.

7.2.3. The term "Permitted Exceptions", shall mean: (a) all existing building, zoning and other city, state, county or federal laws, codes and regulations affecting the Property; and (b) any existing general utility easements serving the Property, provided such existing utility easements permit District's intended use.

7.3 Until such time as District either acquires the Additional Properties, or District's rights to the acquire the Additional Properties are terminated under the terms of this Agreement, District is granted a revocable license for the exclusive right to use the Additional Properties ("License"), subject to the following conditions:

7.3.1. District agrees to hold harmless and indemnify RSJLLC against any claims or expenses arising out of, or related to, such License.

7.3.2. The License shall be revoked if the Phase I CFD Bonds are not issued by October 15, 2009.

7.3.3. District shall name RSJLLC and all fee owners of the Additional Properties as additional insureds with respect to all District insurance policies or self-insurance programs.

7.4 In addition to all other covenants of RSJLLC, RSJLLC hereby covenants and agrees with District that prior to revocation or termination of the License, RSJLLC shall not, without the prior written approval of District: (a) make or permit to be made any material changes or alterations to any part of the Additional Properties; (b) enter into any agreement affecting any part of the Additional Properties; (c) permit any liens, mortgages, deeds of trust, or other encumbrances not currently of record to be placed against, or to affect any part of the Additional Properties or title to the Additional Properties.

7.5 District agrees to quitclaim to RSJLLC without compensation, "Easement R" as described in Final Map No. 6634.

7.6 The consummation of the contemplated transactions (the "Close of Escrow") shall be held at the offices of Escrow Agent. The parties shall cooperate in executing and delivering any escrow instructions that may be prepared from time to time to consummate this transaction; provided, however, in the event of any inconsistency between the provisions and conditions of this Agreement and any such escrow instructions, the provisions and conditions of this Agreement shall prevail. The Close of Escrow shall occur on or before sixty (60) calendar days following the Effective Date. Prior to the Close of Escrow, District shall deliver to Escrow Agent a quitclaim deed in recordable form. RSJLLC shall deliver to Escrow Agent, in a form and substance satisfactory to District, the following:

7.6.1. Recordable grant deeds conveying each of the Additional Properties to District in fee simple.

7.6.2. Any and all other documents, instruments, and agreements necessary or appropriate in the reasonable opinion of District to transfer and convey the Additional Properties and all interest therein to District in accordance with this Agreement and as may be required by the title insurer. Such other documents, instruments and agreements shall be furnished to RSJLLC ten (10) days prior to Close of Escrow.

7.6.3. RSJLLC shall pay the cost of preparing the grant deeds and the premium for a standard coverage CLTA owner's policy of title insurance to be issued to District for this transaction. District and RSJLLC shall pay escrow fees for this transaction.

7.7 District and RSJLLC also agree to, within five (5) days of the Effective Date, swap, without compensation to either Party, the lands described in the attached Exhibit "A" hereto, with the District taking ownership of the lands highlighted in blue and RSJLLC taking ownership of the lands highlighted in orange.

8. **Resource Mitigation.** From and after the Effective Date, RSJLLC unconditionally accepts and assumes all rights, duties and obligations of District under the Project's Section 404 permit. RSJLLC agrees to submit all documents to federal and state regulatory agencies, including but not limited to the U. S. Army Corp of Engineers evidencing RSJLLC's assumption of such obligations and District's release from such obligations. RSJLLC represents and warrants it will complete all requirements under Permit 404.

9. **Amended Mitigation Agreement.** The Parties shall negotiate in good faith to amend the Mitigation Agreement as necessary to render the Mitigation Agreement consistent with the terms and conditions in this Agreement.

10. **Mutual Release.**

10.1 In consideration of the terms and conditions in this Agreement, the District, WHLLC, and RSJLLC, for themselves and their respective members, partners, affiliates, parents, subsidiaries, partnerships, trusts, officers, directors, executors, administrators, trustees, beneficiaries, shareholders, attorneys, consultants, employees, contractors, predecessors, successors and assigns (individually, each a "Released Party" and, collectively, the "Releasing Parties") hereby release, acquit and forever discharge each other, and each of their respective past, present and future members, partners, affiliates, parents, subsidiaries, partnerships, trusts,

officers, directors, executors, administrators, trustees, beneficiaries, shareholders, attorneys, consultants, employees, contractors, predecessors, successors and assigns (collectively, the "Released Parties") from any and all damage, loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever that any of the Releasing Parties might now have or claim to have against any of the Released Parties, whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way concerning, arising out of, relating to or founded upon (i) the payment of the balance of the Purchase Price in the amount of \$6 million as evidenced in the WHCFD Note (ii) the issuance of CFD bonds, (iii) District's right title or interest in the Additional Properties; (iv) District's obligations with respect to Permit 404 for the Project provided, however, that this release shall not be effective until the Effective Date, and that nothing in this release shall release the Released Parties from any of their respective obligations under this Agreement.

10.2 It is the express intention of the Parties that the foregoing Mutual Release shall be effective so as to bar all actions, causes of actions, obligations, costs, expenses, attorney's fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, known or unknown, suspected or unsuspected, that relate to the matters released herein. This Agreement may be plead as a full and complete defense to, and may be used as a basis for injunctive relief against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Agreement.

10.3 Each of the Releasing Parties represent, warrant and covenant with and for the benefit of each of the Released Parties that they intend for this release to be a full and final accord and satisfaction and release of each and every claim or cause of action described in the immediately preceding paragraph. In further consideration of this intention, Releasing Parties waive the benefit of the provisions of California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND
TO CLAIMS WHICH THE CREDITOR DOES
NOT KNOW OR SUSPECT TO EXIST IN HIS
FAVOR AT THE TIME OF EXECUTING THE
RELEASE, WHICH IF KNOWN BY HIM, MUST
HAVE MATERIALLY AFFECTED HIS
SETTLEMENT WITH THE DEBTOR.

11. **Mutual Indemnification.** Each party hereto respectively agrees to hold harmless, indemnify, protect and defend each and every Released Party and against any and all claims, demands, claims for relief, causes of actions, debts, loss and liability, whether direct, contingent or consequential an no matter how arising, in any way relating to or arising from the party's construction or development activities relating to the Site and CFD Property.

12. **Compromise of Claims.** It is expressly understood, acknowledged and agreed that settlement under this Agreement is the compromise of disputed claims, causes of action, injuries, losses, damages, or rights arising out of the dispute or controversy described herein; and therefore is not intended, nor to be construed, as an admission of liability or responsibility on the part of each party herein released as set forth above.

13. **Representations and Warranties of No Transfer or Assignment; Indemnification.** The undersigned hereto each represents and warrants to the other party that there has been no transfer, assignment, alienation or gift of all or part of the claims, causes of action, injuries, losses, damages, or rights arising out of the claim, dispute or controversy described herein, and that each respectively holds all of the right, title and interest thereto. Each party hereto respectively agrees to hold harmless, indemnify, protect and defend each and every of the Released Parties and/or entity from and against any and all claims, demands, claims for relief, causes of action, debts, loss and liability, whether direct, contingent or consequential and no matter how arising, in any way relating to any claim arising or alleged to be arising from an assignment or other alienation of any right in or to any claim, demand, claim for relief, cause of action, debt, loss or liability encompassed in this Agreement. The obligations of each party hereunder include but are not limited to all costs and expenses, including attorneys' fees, related to any actions, suits or judgments incident to any of the foregoing.

14. **Exclusive Remedy.** By executing this Agreement, the parties agree that the rights and remedies provided in this Agreement shall be the sole and exclusive rights and remedies surviving as between them relating to the facts and matters encompassed by this Agreement.

15. **Modification.** This Agreement shall not be altered, amended, changed, waived, terminated or otherwise modified in any respect or particular, and no consent or approval required pursuant to this Agreement shall be effective, unless the same shall be in writing and signed by or on behalf of the party to be charged.

16. **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and permitted assigns.

17. **Entire Agreement.** All prior statements, understandings, representations and agreements between the parties, oral or written, are superseded by and merged in this Agreement, which alone fully and completely expresses the agreement between them in connection with this transaction and which is entered into after full investigation, neither party relying upon any statement, understanding, representation or agreement made by the other or any other person not embodied in this Agreement.

18. **Counterparts.** This Agreement may be executed in any number of counterparts.. When each party has signed and delivered at least one counterpart to the other party to this Agreement, each counterpart shall be deemed an original and, taken together, shall constitute one and the same Agreement, which shall be binding and effective on all Parties.

19. **Headings.** The headings of the paragraphs of this Agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any terms or provision hereof.

20. **No Waiver.** Failure or delay on the part of the Parties to enforce any right, power, or privilege under this Agreement shall not be deemed to constitute a waiver of such right, power, or privilege, or of any other right, power, or privilege.

21. **Severability of Provisions.** If any provision of this Agreement, or application thereof, shall be held to be invalid, the invalidity shall not affect the other provisions, or application thereof, of the Agreement which can be given effect without the invalid provisions or applications; and to this end the provisions of this Agreement are declared to be severable.

22. **Provisions Equally Construed.** This Agreement was drafted by the mutual enterprise of the Parties and shall not be construed in favor of or against any party, but shall be construed equally as to both parties.

23. **Choice of Law.** This Agreement shall be governed by and interpreted according to the domestic laws of the State of California without reference to principles of conflicts of laws. In the event of breach of this Agreement, the Parties consent to personal jurisdiction in the Superior Court of the State of California and to have all rulings, orders, and judgments rendered therein to be binding upon and enforceable against them.

24. **Cost of Suit.** In the event that any action shall be instituted by either of the parties hereto for the enforcement of any of its rights or remedies in and under this Agreement, or any facts based upon or involving same, the prevailing party, whether in court or by way of out-of-court settlement, shall be entitled to recover from the nonprevailing party or parties such prevailing party's attorney's fees, court costs, consultant and expert witness fees, and/or other expenses relating to such controversy including attorney's fees, court costs and/or expenses on appeal, if any.

25. **Consultation with Counsel.** The undersigned hereto declare and represent that each has had the opportunity to consult with legal counsel of their own choosing concerning the advisability of entering into this Agreement; that they have read and understood the contents of this Agreement; and that they sign the same of their own free will. Each party's attorney has reviewed this Agreement and has approved this Agreement as to form and substance.

26. **Warranty of Authority.** Each of the signatories to this Agreement warrants and represents that it is competent and authorized to enter into this Agreement on behalf of the party for which he or she purports to sign.

27. **District Board of Trustees Approval.** The terms and conditions contained in this Agreement are subject to approval of and ratification by the Board of Trustees of the District, in its sole and absolute discretion, which shall be evidenced by the execution of this Agreement by the Superintendent of the District.

28. **Dispute Resolution and Mediation.** The Parties agree that differences of opinion regarding the obligations of the Parties under this Agreement shall be discussed as soon as practically possible following awareness of a conflict. Before commencing any legal action, the Parties shall attempt early resolution of conflicts through mediation administered through the rules and procedures of the American Arbitration Association. Any Parties' failure to participate in mediation prior to commencing any legal action shall preclude such party from recovering attorneys' fees and costs in such legal action notwithstanding that such party may be the prevailing party in such litigation.

IN WITNESS WHEREOF, the parties have caused their respective authorized representatives to sign this Agreement as of the Effective Date.

CAPISTRANO UNIFIED SCHOOL DISTRICT,
a public school district

By: _____

Name: _____

Its: Superintendent

WHISPERING HILLS, LLC,
a Delaware limited liability company

By: IHP Investment Fund II, L.P.,
a California limited partnership
Managing Member

By: Institutional Housing Partners II, L.P.,
a California limited partnership
General Partner

By: IHP Capital Partners,
a California corporation
General Partner

By: _____

By: _____

RANCHO SAN JUAN DEVELOPMENT LLC,
a Delaware limited liability company

By: Whispering Hills, LLC,
a Delaware limited liability company
Sole Member

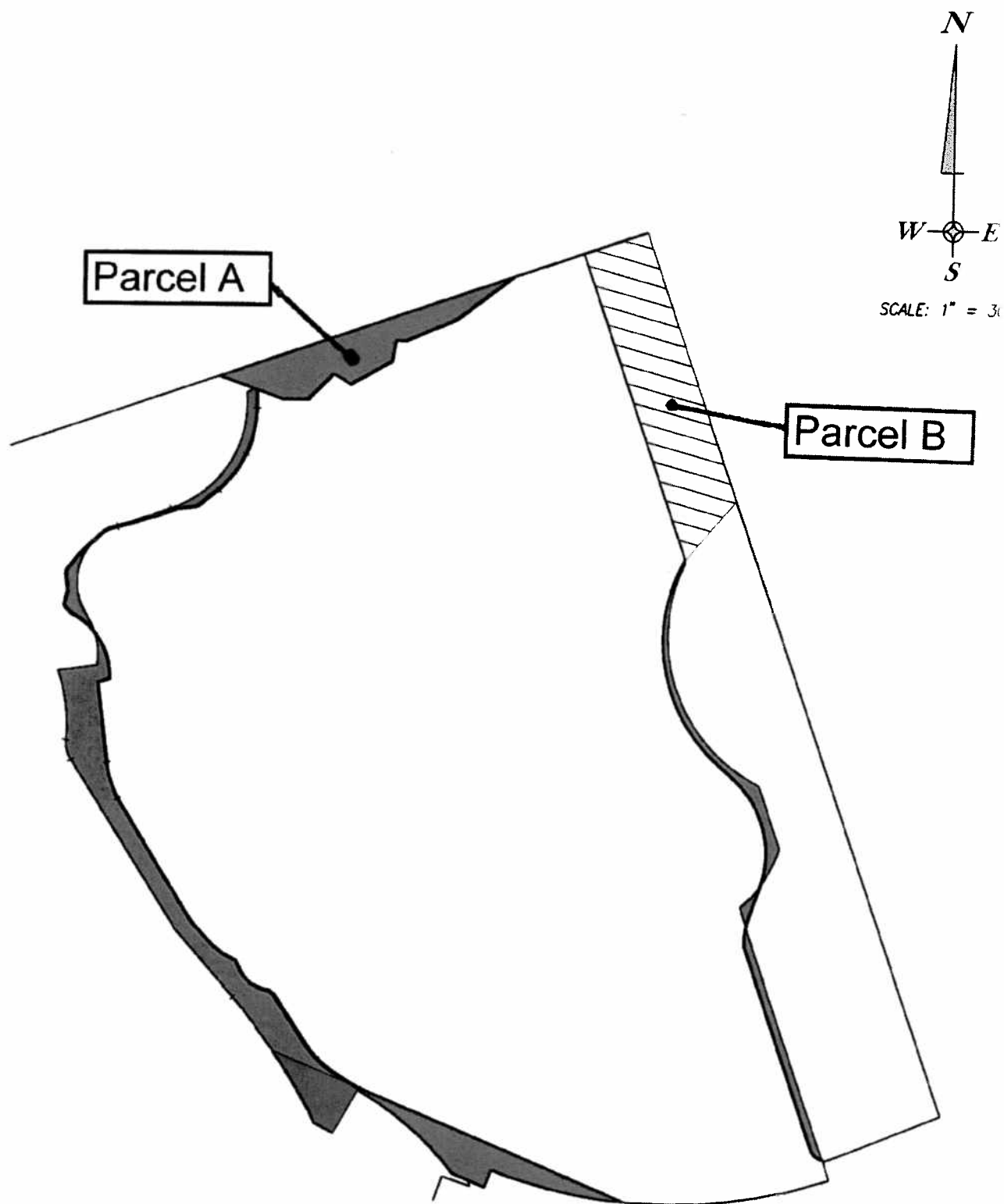
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a California limited partnership
Managing Member

By: Institutional Housing Partners II, L.P.,
a California limited partnership
General Partner

By: IHP Capital Partners,
a California corporation
General Partner

By: _____

By: _____



CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: President
and Members
Board of Trustees, Capistrano Unified School District

FROM: A. Woodrow Carter, Superintendent

**SUBJECT: APPOINTMENT OF CONSULTING FIRM TO MANAGE EXISTING AND
FUTURE CELL TOWER FACILITIES THROUGHOUT THE DISTRICT**

BACKGROUND INFORMATION

On December 8, 2008, Capistrano Unified School District (CUSD) staff brought to the Board of Trustees an agenda item asking for approval to retain a consulting firm to manage existing and future cell tower facilities throughout the District. The Board was presented with a recommendation to appoint CityScape Consultants, Inc. to manage our existing and future cell tower facilities and agreements. After some discussion of the item, Trustees asked staff to bring back the item in January 2009 to allow for more time to study the qualifications and fee structures of both firms.

As described in the December Board item, for nearly 25 years, CUSD has had a variety of cell tower agreements on a few of our school campuses. Because of the newness of the technology and these unfamiliar types of lease agreements, compensation packages were not necessarily negotiated to the best interest of the District. Moreover, as the demand for more cell tower facilities grew over time, cell tower companies have continued to approach the District to request additional features such as generators, and in some cases claiming it was their right to expand their facilities under the existing agreements. Attached is Exhibit A which lists the current agreements in place with the various cell companies. Because of the increasing demand, District staff sought management firms that may help in not only identifying opportunities to increase the revenues from our existing lease agreements, but also to manage future revenue generating opportunities.

Although it is not possible at this time to anticipate the amount of increased revenues from better management of existing and future cell towers, staff wanted to note the recent experience from the City of Palm Coast, Florida which underwent a similar cell tower management process. In 2001, Palm Coast had one cell tower carrier with revenues totaling \$24,000 per year. Today, the City's revenues are nearly \$300,000 per year from nine carriers. Not only was there a significant increase in funds, but the amount of growth as well as the cell tower designs (disguised as either flagpoles or trees) were controlled by the City.

In the summer of 2008, two firms responded to the District's "Request for Qualifications." They were "CityScape Consultants, Inc." and "ATS Communications." District staff reviewed both submittals, held subsequent "in-person" interviews with company representatives, and contacted the listed references of both firms to gain their perspectives on job performance. After comparing the two firms, CityScape Consultants, Inc. was identified as the best suited to address the needs of

APPOINTMENT OF CONSULTING FIRM TO MANAGE EXISTING AND FUTURE CELL TOWER FACILITIES THROUGHOUT THE DISTRICT

January 12, 2009

Page 2

our District. Factors leading to this conclusion included lower commission percentages, years and type of related experience, and the lack of potential conflicts of interest. In response to questions from the Trustees at the December 8, 2008 Board Meeting, Exhibit B was prepared to provide a summary comparison of the two firms. Also, provided previously under separate cover, are the qualifications submittals from ATS Communications, and CityScape Consultants, Inc.

CURRENT CONSIDERATIONS

This agenda item pertains to the appointment of CityScape Consultants, Inc. to provide cell tower facilities management services for existing cell tower leases and potential future agreements for CUSD.

FINANCIAL IMPLICATIONS

This agenda item will have a positive impact on the District's General Fund from increased revenues from potentially restructured existing cell tower agreements and/or future cell tower facilities agreements. Compensation paid to CityScape Consultants, Inc. for managing cell tower facilities will be through commissions based on additional revenues. The District will not incur any upfront costs.

STAFF RECOMMENDATION

It is respectfully requested that the Board President recognize A. Woodrow Carter, Superintendent, who will introduce this agenda item. Mr. Ron Lebs, Deputy Superintendent, Business and Support Services will be available to answer any questions from the Board of Trustees. After appropriate discussion and consideration, it is respectfully requested that the Board of Trustees appoint CityScape Consultants, Inc. to provide cell tower facilities management services for existing cell tower leases and potential future agreements for CUSD.

DISCUSSION/
ACTION

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano

CELL TOWER REVENUE

Capistrano Valley High School			
Pole Number One			
Carrier	Date	Income	Years Of Lease
Spectra Site (Nextel)	1995	\$1,020 per month	20 year lease
XM Satellite Radio	March 2001	\$1,100 per month	Sub Lease to Spectra Amendment – month to month
Pole Number Two			
Pac Bell Mobile Services	June 1984	Built stadium security lighting, restrooms, sewer pump station	40 years

Dana Hills High School			
Pole Number One			
Carrier	Date	Income	Years of Lease
Nextel Communications	June 1996	\$800 per month	20 years
Pac Bell Mobile Services	October 1996	\$850 per month	5 years, 2-5 year options to renew
Sprint Mobile Services	May 2001	\$1,574.81 per month	5 year, 2-5 year options to renew
Pole Number Two			
LA Cellular	November 1996	Built snack bar & security lighting	Granted Perpetuity
Pole Number Three			
Pac Bell Mobile	June 1984	Built restrooms, storage, security lighting	40 year lease

All sites generating monthly revenues allow for an annual cost of living increase at approximately four percent.

Const.JW.MyDoc.Memo.Cell Tower Leases

Cell Tower Management Firm Comparison

Issue	ATS	CityScape
Commission Percentage - Existing Contracts	10%	5%
Commission Percentage - New Contracts	30%	25%
Local Presence	Very Good	None Currently
Area (Regions) of Experience	Local - Southern California	National - Various Locals
Years Experience	6	30
Direct School District Experience	Some - Oceanside Unified	None
Apparent Knowledge/Contacts	Very Good	Very Good
Staff/Personnel (incl. managers, tech staff, attorneys)	9	13
Potential Conflicts	City of Mission Viejo	None
Original RFQ Submittal Package	Incomplete (Missing Info was Subsequently Provided)	Complete (Additional information provided at Interview)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2008

TO: Ellen Mc. Addonizio, President
and Members,
Board of Trustees, Capistrano Unified School District

FROM: A. Woodrow Carter, Superintendent

SUBJECT: **PROPOSED 2010/11 SCHOOL CALENDAR**

BACKGROUND INFORMATION

During the 2003-2007 school years, Capistrano Unified School District made several adjustments to the traditional school calendar. Intended to provide maximum time for students to prepare for high-stakes tests and enhance District revenue, the changes included a pre-Labor Day start date, additional fall, winter, and spring recess days, and a three to five day Thanksgiving recess.

In November 2006, a Calendar Task Force was convened to review previous school calendars and make recommendations for the 2007/08 and 2008/09 calendars. The Task Force was composed of 20 members representing all of the school district's major constituent groups, including the Capistrano Unified Council of PTSA's, Capistrano Unified Education Association, California School Employee Association—Chapter 224, Teamsters, principals, and support staff from the Personnel and Budget Departments. The Task Force conducted two lengthy meetings in November and December 2006 to share input and reach consensus on a recommended calendar. Input from all stakeholder groups indicated a strong desire to move the first day of school back to a date after Labor Day and to minimize the number of single recess days throughout the year. Student and teacher attendance data from previous years supported the creation of a calendar which incorporated these changes.

After considering the educational implications of the major calendar issues and studying the input received from stakeholders, the committee concluded that the following tenets should be adopted in future school calendars:

- The calendar should support the educational purpose of the school district.
- Student holidays, aside from legal holidays, should be minimized and placed strategically in order to optimize learning.
- To the extent possible, the calendar should follow a consistent pattern from year to year so that teachers can plan for instruction and families can make long-range plans.
- To the extent possible, the calendar should retain some of the features which produced the higher district revenue realized during the three-year pilot as a result of increased ADA.

In April 2008, the Board of Trustees adopted a calendar for the 2009/10 academic year which was consistent with these factors. The Calendar Task Force reconvened in December 2008 to design a proposed calendar for the 2010/11 academic year which also held true to these tenants.

CURRENT CONSIDERATIONS

This Board item presents for Board consideration a proposed school calendar for the 2010/11 school year (Exhibit A).

The recommended calendar maintains consistency with the 2007/08 and 2008/09 calendars. Specifically:

- Students return to school the Tuesday after Labor Day.
- The only scheduled fall recess day other than those expressly dictated under Education Code 79020 is the Friday following Veterans Day.
- Schools will be closed for a five-day Thanksgiving holiday break.
- Spring Break is scheduled the second week/first full week in April.
- The final student day is a Thursday.

The committee considered returning to a two or three-day Thanksgiving Recess, but that would have moved graduation to a Monday or Tuesday. The committee felt this was not a good option.

The committee realizes that creating a calendar which meets every individual's and group's needs and preference is a challenging task. The committee recommended the calendar in Exhibit A based on instructional needs, fiscal realities, the stated preferences of the majority of parents and employees polled, as well as a desire to maintain a consistent pattern of breaks so that our parents and employees can plan personal and family time.

FINANCIAL IMPLICATIONS

Adoption of this calendar will sustain the savings by increasing the first week attendance and reducing high student and teacher absenteeism immediately following a mandatory mid-week Veterans Day, as well as preceding the Thanksgiving holiday, thus enhancing the general fund through increased revenue via the state's ADA funding model.

STAFF RECOMMENDATION

It is respectfully requested Board President Ellen Addonizio recognize A. Woodrow Carter, Superintendent. Mr. Carter, in turn, will recognize Executive Director Michelle Wrenn Benham, who will introduce this item and answer any questions Trustees may have. After appropriate discussion, it is recommended the Board approve the proposed school calendar for 2010/11 (Exhibit A).

DISCUSSION/
ACTION

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

SCHOOL CALENDAR 2010/2011

INDEPENDENCE DAY HOLIDAY (Local Holiday)

First Day of Service for New Teachers

All Teachers – Preservice Days

LABOR DAY (Legal Holiday)

OPENING DAY OF SCHOOL

Back to School Week, Middle School

(Minimum day, date of Back-to-School Night only)

Back to School Week, High School

(Minimum day, date of Back-to-School Night only)

Back to School Week, Elementary

(Minimum day, date of Back-to-School Night only)

End of First Progress Reporting Period (High School)

Mid-Trimester Progress and Goal Setting

Parent Conferences, Elementary (Minimum Days)

Elementary (Student Holidays)

Professional Growth Day, Middle & High (Secondary Student Holiday)

End of First Quarter – Middle School

VETERANS DAY (Legal Holiday)

FALL RECESS (Recess for Students and Teachers)

THANKSGIVING RECESS (Recess for Students and Teachers)

THANKSGIVING HOLIDAYS (Legal and Local Holiday)

SCHOOL RESUMES

End of Second Progress Reporting Period (High School)

End of First Trimester – Elementary

WINTER RECESS (Recess for Students and Teachers)

CHRISTMAS HOLIDAYS (Legal and Local Holiday)

Holiday to Replace Admission Day

NEW YEAR'S DAY (Legal Holiday)

SCHOOL RESUMES

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

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

End of First Semester

First Semester Wrap-up Activities, Middle & High Schools

(Secondary Student Holiday)

Elementary Mid-Trimester Progress Report

SECOND SEMESTER BEGINS

LINCOLN DAY (Legal Holiday)

WASHINGTON DAY (Legal Holiday)

End of First Progress Reporting Period (High School)

End of Second Trimester – Elementary

Parent Conferences, Elementary (Minimum Days, Elementary Schools)

SPRING RECESS (Recess for Students and Teachers)

SPRING HOLIDAY (Local Holiday)

SCHOOL RESUMES

End of Third Quarter – Middle School

End of Second Progress Reporting Period (High School)

MEMORIAL DAY (Legal Holiday)

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

LAST DAY OF SCHOOL FOR STUDENTS (End of Second Semester)

Last Day of Service for Teachers

Mon., July 5, 2010

Wed., Sept. 1, 2010

Thurs.-Fri., Sept. 2-3, 2010

Mon., Sept. 6, 2010

Tues., Sept. 7, 2010

Tues.-Thurs., Sept. 21-23, 2010

Tues.-Thurs., Sept. 28-30, 2010

Tues.-Thurs., Oct. 5-7, 2010

Fri., Oct. 15, 2010

Thurs.-Fri., Oct. 28-29, 2010

Mon.-Tues., Nov. 1-2, 2010

Mon., Nov. 1, 2010

Fri., Nov. 5, 2010

Thurs., Nov. 11, 2010

Fri., Nov. 12, 2010

Mon.-Fri., Nov. 22-26, 2010

Thurs.-Fri., Nov. 25-26, 2010

Mon., Nov. 29, 2010

Fri., Dec. 3, 2010

Fri., Dec. 10, 2010

Mon.-Fri., Dec. 20-31, 2010

Thurs.-Fri., Dec. 23-24, 2010

Thurs., Dec. 30, 2010

Fri., Dec. 31, 2010

Mon., Jan. 3, 2011

Mon., Jan. 17, 2011

Tues.-Thurs., Feb. 1-3, 2011

Thurs., Feb. 3, 2011

Fri., Feb. 4, 2011

Fri., Feb. 4, 2011

Mon., Feb. 7, 2011

Fri., Feb. 18, 2011

Mon., Feb. 21, 2011

Fri., Mar. 18, 2011

Wed., Mar. 23, 2011

Mon.-Fri., Mar. 28-Apr. 1, 2011

Mon.-Fri., Apr. 4-8, 2011

Fri., Apr. 8, 2011

Mon., Apr. 11, 2011

Wed., Apr. 20, 2011

Fri., May 6, 2011

Mon., May 30, 2011

Tues.-Thurs., June 21-23, 2011

Thurs., June 23, 2011

Fri., June 24, 2011

NOTE: Additional student days may be added during the winter or spring recesses, or at the end of the June school month, because of lost teaching days due to emergency school-closing days.

Open House: Schools will set individual Open House dates in the spring.

Board Approved:

Exhibit A

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: President
and Members
Board of Trustees, Capistrano Unified School District

FROM: A. Woodrow Carter, Superintendent

**SUBJECT: POTENTIAL SALE OF SURPLUS PROPERTY: ALISO VIEJO SITE – STATUS
UPDATE AND SIXTH AMENDMENT TO PURCHASE AND SALE AGREEMENT**

BACKGROUND INFORMATION

On April 24, 2006, the Board of Trustees declared the 4-acre parcel located adjacent to the Aliso Viejo Transportation Center as surplus property. In a negotiated process, authorized by Education Code Section 17464(b) when selling to nonprofit public benefit corporations, the District worked with Foundation for Affordable Housing II, Inc., in preparing a purchase and sale agreement for the parcel for a purchase price of \$6.1 million. The purchase and sale agreement was executed by both parties on March 5, 2007. On September 10, 2007, the Board approved the First Addendum to the Purchase Agreement, wherein the District agreed to extend the due diligence period and a close of escrow on or before May 30, 2008. The Foundation began working with the City of Aliso Viejo in coordinating a zone change and to receive entitlements that will allow for the senior housing development plan.

On February 11, 2008, the Board approved the Second Addendum to the Purchase Agreement, wherein the District agreed, as part of the due diligence process for the Foundation to receive the appropriate entitlements from the City of Aliso Viejo, the District agreed to grant an easement to the buyer allowing for emergency vehicle access only along the District's existing Aliso Viejo bus yard driveway including an emergency crash gate on the southern end of the senior housing site plan.

On June 16, 2008, the Board approved a Third addendum to the Purchase Agreement wherein the District would be agreeing to extend the due diligence period and a close of escrow on or before August 15, 2008. Similarly, on August 11, 2008, the Board again approved the Fourth addendum to extend the escrow until November 30, 2008. The purposes of these extensions were to allow more time for the project proponent to coordinate with the City of Aliso Viejo on the required zone change and receipt of entitlements. To date, the Foundation has not yet completed the necessary development approvals through the City of Aliso Viejo, in large part due to the loss of the financing partner, AIG, for the project in October.

Recently, the Foundation has secured a new financing partner, USA Properties Fund, who, in a meeting with District staff, has appeared committed to developing the senior homes. At that meeting, it was anticipated that with the new financing member in place, that the Foundation would be able to agree on a Development Agreement with the City of Aliso Viejo by the end of December 2008. This would allow the Foundation's Project to move through the City's Planning Commission process in January 2009 and on to the City Council for final approval in late February or early March 2009.

POTENTIAL SALE OF SURPLUS PROPERTY: ALISO VIEJO SITE – STATUS UPDATE AND SIXTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

January 12, 2009

Page 2

At the December 8, 2008 Board meeting, Trustees extended the escrow period to January 31, 2009 and asked that staff bring back the item to the January 12, 2009 Board meeting for a status update.

CURRENT CONSIDERATIONS

This agenda item pertains to Board approval of the Sixth Amendment to Purchase and Sale Agreement wherein the District would agree to extend the due diligence period and close of escrow on or before June 30, 2009. The District and the Foundation for Affordable Housing II, Inc. continue to coordinate with the City of Aliso Viejo in completing the necessary entitlement documents.

Exhibit A is a copy of the Sixth Amendment to Purchase and Sale Agreement that is being presented to the Board of Trustees for approval.

FINANCIAL IMPLICATIONS

This agenda item will have a significant positive impact on the District's General Fund and the Capital Facilities Fund Account – Community Facilities District (CFD) 87-1. At the close of escrow, funds of approximately \$3.9 million will be directed into the General Fund minus any closing costs and administrative costs related to the sale of the property. The remaining balance of approximately \$2.2 million, will be deposited into the CFD 87-1.

STAFF RECOMMENDATION

It is respectfully requested that the Board President recognize A. Woodrow Carter, Superintendent, who will introduce this agenda item. Mr. Ron Lebs, Deputy Superintendent, Business and Support Services will be available to answer any questions from the Board of Trustees. Representatives with the District's legal counsel as well as the prospective buyer will also be available to answer questions. After appropriate discussion and consideration, it is respectfully requested that the Board of Trustees approve the "Sixth Amendment to Purchase and Sale Agreement and Escrow Instructions between the Foundation for Affordable Housing II, Inc. and the Capistrano Unified School District."

**DISCUSSION/
ACTION**

**SIXTH AMENDMENT TO PURCHASE AND SALE
AGREEMENT AND ESCROW INSTRUCTIONS BETWEEN THE
FOUNDATION FOR AFFORDABLE HOUSING II, INC., AND
THE CAPISTRANO UNIFIED SCHOOL DISTRICT**

THIS SIXTH AMENDMENT ("Sixth Amendment") to the Purchase and Sale Agreement and Escrow Instructions Between the Foundation for Affordable Housing II, Inc., and the Capistrano Unified School District ("Purchase Agreement"), is made and entered into, effective as of the ____ day of January, 2009, ("Effective Date") by and between the Foundation for Affordable Housing II, Inc. ("Buyer") and the Capistrano Unified School District ("Seller").

1. **Section 1.2 Down Payment Deposit.** Section 1.2 is hereby modified to add that, as a condition of the granting of this Sixth Amendment, Buyer shall reimburse Seller for costs associated with the preparation of this Sixth Amendment by increasing its Security Deposit by an additional \$1,000 ("Fifth Amendment Deposit"), an amount which shall be deposited by Buyer within 10 days of execution of this Sixth Amendment and shall immediately thereafter be released to Seller and credited against the payment of the Purchase Price at the Close of Escrow, as otherwise provided within the Purchase Agreement and the First through Fifth Amendments. Nothing in this modification shall alter the requirements of Seller to increase the deposit as provided by the First Amendment to the Purchase Agreement upon the expiration of the revised Due Diligence Period.

2. **Section 2.2 Close of Escrow.** Section 2.2 of the Purchase Agreement, as modified by the First, Third, Fourth, and Fifth Amendments, is hereby modified to reflect that the Close of Escrow shall occur on or before June 30, 2009. This Section shall supercede all prior amendments to the Purchase Agreement relative to the date for the Close of Escrow.

3. **Section 3.1 Feasibility, Due Diligence, and Inspections.** Section 3.1 is hereby modified to allow Buyer until May 1, 2009 to complete its due diligence ("Fifth Revised Due Diligence Period"), including the obtaining of all environmental, feasibility, and State and local approvals required for Buyer's use of the Property. In the event Buyer has not received, as of May 1, 2009, entitlements for affordable housing from the City, Buyer may request, and Seller shall not unreasonably withhold, an extension of the Due Diligence Period, solely for the purpose of receiving such entitlements for a period not to exceed 30 days. If Buyer is unable to secure the desired development approvals during the Fifth Revised Due Diligence Period, Buyer may withdraw from the purchase of the Property and otherwise terminate or cancel escrow and this Agreement. Buyer shall not, however, be entitled to a refund of the Down Payment Deposit, the Third through Sixth Amendment Deposits. If said termination or cancellation occurs following the expiration of the Fifth Revised Due Diligence Period, the Down Payment Deposit and the Additional Down Payment, once paid pursuant to the terms of the First Amendment to the Purchase Agreement, shall be released to Seller, and Buyer shall not be entitled to a refund of Down Payment Deposit, Additional Down Payment Deposit, or the Third and Fourth Amendment Deposits.

4. **Section 3.5. Release of Down Payment Deposit or Additional Down Payment Deposit.** Section 3.5, as added to the Purchase Agreement by the First Amendment to the Purchase Agreement and modified by subsequent amendments is hereby amended to read as follows:

In the event Buyer does not purchase the Property, due to no fault of Seller, following the release of (1) the \$50,000 Down Payment Deposit after the removal or satisfactory modification of the MVC Restrictions; (2) the \$2,000 Third Amendment Deposit, upon deposit pursuant to the Third Amendment; (3) the \$1,000 Fourth Amendment Deposit pursuant this Fourth Amendment; (4) the \$1,000 Fifth Amendment Deposit, (5) the \$1,000 Sixth Amendment Deposit, or (6) the release of the \$450,000 Additional Down Payment Deposit following the expiration of the Due Diligence Period, Buyer shall not be entitled to a return of the then-released Down Payment Deposit, Third Amendment Deposit, Fourth Amendment Deposit, Fifth Amendment Deposit, Sixth Amendment Deposit, or the Additional Down Payment Deposit. Said deposits shall be treated as liquidated damages to Seller for Buyer's default.

Initial (Seller): _____

Initial (Buyer): _____

5. Except as expressly provided herein, the remaining provisions of the Purchase Agreement shall remain in full force and effect.

IN WITNESS OF THE FOREGOING, the undersigned execute this Amendment to the Purchase Agreement on behalf of Buyer and Seller.

**CAPISTRANO UNIFIED
SCHOOL DISTRICT**

**FOUNDATION FOR
AFFORDABLE HOUSING II, INC.**

Date: _____, 2009

Date: _____, 2009

By: _____
Ron Lebs
Deputy Superintendent,
Business & Support Services

By: _____
Thomas E. Willard
President

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: Ellen Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: A. Woodrow Carter, Superintendent

SUBJECT: **JUDICIAL FORECLOSURE OF DELINQUENT TAXES – CFD 87-1**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO.
87-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (ALISO
VIEJO) ORDERING JUDICIAL FORECLOSURE OF DELINQUENT
SPECIAL TAXES PURSUANT TO THE MELLO-ROOS COMMUNITY
FACILITIES ACT OF 1982, ORDERING THAT THE TAX
COLLECTOR BE CREDITED WITH THOSE SPECIAL TAXES AND
AUTHORIZING RELATED ACTIONS**

BACKGROUND INFORMATION

At the September 16, 2008, Facilities Subcommittee meeting, staff presented a sample letter that was being sent to CFD property owners who are delinquent on their Mello Roos taxes as a reminder that foreclosure proceedings could take place if they did not bring their taxes current. David Taussig & Associates, the District's CFD consultant notified the district in early November that one property owner in CFD 87-1 met the requirements for formal foreclosure proceedings. A delinquency letter was sent to the property owner on November 5, 2008, notifying them they had 30 days from the date of the letter to bring the unpaid taxes up to date. This information was provided to the Board of Trustees in the Friday Update on November 7, 2008. These delinquent amounts relate to taxes that were due for fiscal years 2005/06, 2006/07, and 2007/08. Multiple letters have been sent to the property owner including the most recent one dated November 5, 2008, which have been ignored. The District is now under a legal obligation to foreclose on the delinquent property taxes.

CURRENT CONSIDERATION

This agenda item presents to the Board for consideration approval of Resolution No. 0809-41, Exhibit A, for judicial foreclosure of delinquent special taxes pursuant to the Mello-Roos Community Facilities Act of 1982, ordering that the tax collector be credited with those special taxes and authorizing related actions.

Judicial Foreclosure of Delinquent Taxes – CFD 87-1

January 12, 2009

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FINANCIAL IMPLICATIONS

Initial costs associated with these foreclosure proceedings will be paid from CFD 87-1. Upon collection of the delinquent taxes, any amounts collected will be deposited into the CFD.

STAFF RECOMMENDATION

It is respectfully requested that Board President Addonizio recognize Superintendent Carter, along with Ron Lebs, Deputy Superintendent, Business & Support Services, who will introduce this item and be available to respond to Trustee questions.

Following Board discussion, it is respectfully recommended that the Board approve Resolution No. 0809-41, Exhibit A, which would allow for judicial foreclosure of delinquent special taxes pursuant to the Mello-Roos Community Facilities Act of 1982.

DISCUSSION/
ACTION

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, CA

RESOLUTION NO. 0809-41

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT (ALISO VIEJO) ORDERING JUDICIAL
FORECLOSURE OF DELINQUENT SPECIAL TAXES PURSUANT TO THE
MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982, ORDERING
THAT THE TAX COLLECTOR BE CREDITED WITH THOSE SPECIAL
TAXES AND AUTHORIZING RELATED ACTIONS**

WHEREAS, Community Facilities District No. 87-1 of the Capistrano Unified School District (Aliso Viejo) ("CFD No. 87-1") has incurred bonded indebtedness and levied special taxes for the payment of bonds pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (commencing with Section 53311 of Part 1 of division 2 of Title 5 of the Government Code) (the "Mello-Roos Act"); and

WHEREAS, pursuant to the Mello-Roos Act, CFD No. 87-1 has duly and regularly levied and recorded the unpaid special taxes, which special taxes and each installment thereof and interest and penalties thereon constitute liens against the lots and parcels of land against which they are levied, until the same are paid; and

WHEREAS, certain special tax installments have not been paid when due, and certain installments of those special taxes may not be paid in the future; and

WHEREAS, under the provisions of Section 53356.1 of the Government Code of the State of California, the Board of Trustees of the Capistrano Unified School District (the "Board") acting in its capacity as the legislative body of CFD No. 87-1 is authorized, not later than four (4) years after the due date of the last installment of principal due on the bonds, to order that any delinquent special taxes be collected by an action brought in the superior court to foreclose the lien of those special taxes; and

WHEREAS, pursuant to the provisions of Section 53356.1(b) of the Mello Roos Act, CFD No. 87-1 has covenanted with the bondholders to institute judicial foreclosure proceedings; and

WHEREAS, the Board acting in its capacity as the legislative body of CFD No. 87-1 has determined that the public convenience and necessity require prompt action to initiate foreclosure proceedings against two parcels within CFD No. 87-1 with delinquent special taxes; and

WHEREAS, under the provisions of Section 53356.2 of the Mello Roos Act, when such foreclosure action is ordered, the county tax collector shall be credited upon the tax roll with the amount charged on account of the delinquent special taxes to be sued on, including applicable penalties, interest and costs and to be relieved of further duty in regard thereto.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 87-1 (ALISO VIEJO), DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The delinquent special taxes on parcels listed on Exhibit A attached hereto and incorporated herein, and all future installments of special taxes which are not paid when due, shall be collected by action brought in the Superior Court of the State of California for the County of Orange to foreclose the liens thereof.

Section 2. CFD No. 87-1 is hereby authorized and directed to have the law firm of Stradling Yocca Carlson & Rauth, a Professional Corporation ("Special Counsel") institute such actions in the name of CFD No. 87-1 to foreclose the liens of all such delinquent special taxes.

Section 3. Each of the Superintendent, or his written designee, and the Deputy Superintendent, Business and Support Services, or his written designee, in cooperation and in conjunction with Special Counsel, is authorized and directed to transmit a certified copy of this resolution to the Auditor/Controller's office of the County of Orange with a letter that shall state that:

a. The legislative body of CFD No. 87-1 has ordered that the delinquent special tax installments be collected by action brought in the Superior Court of the State of California for the County of Orange to foreclose the liens thereof;

b. Pursuant to Government Code Section 53356.2, the Orange County Tax Collector is to be credited upon the tax roll with the amount charged on account of the delinquent special taxes to be sued on, including applicable penalties, interest and costs and to be relieved of further duty in regard thereto; and

c. All inquiries regarding payment of the delinquent special taxes shall be forwarded to the Deputy Superintendent, Business and Support Services at the Capistrano Unified School District.

Section 4. The President and Clerk of the Board, the Superintendent, the Deputy Superintendent, Business and Support Services and other officers of the Capistrano Unified School District are hereby authorized and directed to take any actions and execute and delivery any and all documents as are necessary to implement the terms of this Resolution, including entering into agreements for services with consultants to pursue the collection of the delinquent special taxes. In the event that the President of the Board is unavailable to sign any document to be executed pursuant to the terms of this Resolution, then any other member of the Board or the Superintendent or Deputy Superintendent, Business and Support Services, may sign such document.

Section 5. This resolution shall take effect immediately upon its adoption.

Resolution 0809-

January 12, 2008

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ADOPTED, SIGNED AND APPROVED this 12th day of January, 2009.

Ayes: _____

Noes: _____

Absent: _____

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 87-1 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
(ALISO VIEJO)

By: _____
President of the Board of Trustees of the
Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Larry J. Christensen, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District at a regular meeting of said Board held on the 12th day of January, 2009.

Clerk of the Board of Trustees

Approved: Superintendent of Schools,
County of Orange

By: _____

EXHIBIT A

List of Delinquent Parcels
Community Facilities District No. 87-1

The following assessor's parcels are delinquent in the payment of special taxes for fiscal years 2005-06, 2006-07 and 2007-08. Any installments for fiscal year 2008-09 or subsequent years that are delinquent shall be included in the foreclosure action to the extent permitted by law.

Assessor's Parcel No.740-111-16

Assessor's Parcel No. 740-111-17

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: Ellen M. Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: A. Woodrow Carter, Superintendent

SUBJECT: **METROPOLITAN EMPLOYEE BENEFITS ASSOCIATION
INFORMATION**

BACKGROUND INFORMATION

On December 10, 2001 the Board took action to approve participation in the Metropolitan Benefits Association (MEBA) for the purpose of purchasing medical benefits, Exhibit A. The collective bargaining agreements for all employee groups were modified to recognize participation in MEBA. MEBA is a joint trust. By design, labor and management have an equal voice on the MEBA Board in the selection of benefit providers, plan offerings, wellness programs, etc.

MEBA also takes advantage of the “pooling” principle, whereby employers join forces to create a group of employees larger than any single member district. This affords the opportunity to gain discounts. Except for large districts like Los Angeles, San Diego, and Long Beach many other California districts join non-profit trusts, joint powers authorities or insurance purchasers such as the California Public Employee Retirement System (CalPERS) to gain purchasing power. Regardless of how insurance is acquired, health and welfare benefits must be negotiated under California’s collective bargaining laws.

By approving membership in MEBA, the district and its respective bargaining units agreed to the terms set forth in the participation agreement, Exhibit B. Section 8 of the agreement spells out the procedures for a district to leave the trust. If CUSD and its bargaining units decide through negotiations to leave the trust, notice must be given no less than 90 days before the start of the plan year which begins January 1. Therefore, the district and its employee groups have until September 2009 to determine if they will remain in MEBA.

In the event a change is ratified by the Board and employee organizations, a “Request for Proposal” (RFP) would be developed to go out to market and invite interested competitors to respond.

CURRENT CONSIDERATIONS

The purpose of this item is to clarify the participation agreement and requirements of MEBA and answer any further questions Trustees might have about the plan.

FINANCIAL IMPLICATIONS

The financial implications of any changes in CUSD's medical benefit plan is unknown at this time.

STAFF RECOMMENDATION

It is respectfully recommended that the Trustees recognize the Superintendent who will call upon Executive Director Jeff Bristow to introduce this item and provide further clarification of MEBA participation.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 10, 2001

TO: Dr. James A. Fleming, Superintendent

FROM: Wilma J. Harvey, Associate Superintendent, Personnel Services

SUBJECT: **REQUEST APPROVAL TO PARTICIPATE IN METROPOLITAN
EMPLOYEES BENEFITS ASSOCIATION (MEBA)**

BACKGROUND INFORMATION

The Health Benefits Committee, consisting of representative membership from CSEA, CUEA, Teamsters, and the District, has agreed to participate in the Metropolitan Employees Benefits Association (MEBA) trust for health benefits. This change in carriers is due in part to the unavailability of Mission Hospital through Health Net and the rising costs of health benefits.

MEBA began operations in January 1994 as a member of a statewide coalition of school trusts. At present, there are four participating school districts—Brea Olinda Unified School District, Buena Park School District, Fullerton Joint Union High School District, and Fullerton School District. Their current enrollment is approximately 3,100 employees and 4,600 family members. Currently there are eight management, four CSEA, and four CTA members on the MEBA Board. CUSD will hold two management and two labor positions on the MEBA Board. The MEBA Board sets guidelines for participation by districts, selects a menu of plans/designs to be offered, selects vendors to insure plans and evaluates claim experience. All plans are fully insured. The Health Benefits Committee believes that participation in the MEBA trust will offer better buying power, thereby lowering premium costs. All bargaining units have signed MEBA participation agreements. These agreements are provided to Trustees under separate cover as Exhibit A.

CURRENT CONSIDERATIONS

This agenda item presents for Board consideration ratification of the District's participation in the Metropolitan Employees Benefits Association Trust, effective January 1, 2002.

FINANCIAL IMPLICATIONS

Participation in the MEBA Trust will not cause any additional impact to the budget.

STAFF RECOMMENDATION

It is respectfully recommended that the Board approve ratification of Capistrano Unified School District's participation in the Metropolitan Employees Benefits Association Trust, effective January 1, 2002.

METROPOLITAN EMPLOYEES BENEFITS ASSOCIATION
(MEBA)

PARTICIPATION AGREEMENT
(Collective Bargaining Unit)

This PARTICIPATION AGREEMENT ("Agreement"), is entered into by and between the Metropolitan Employees Benefits Association ("MEBA"), a tax exempt voluntary employee benefits trust under Internal Revenue Code, Section 501 (c)(9), and the Capistrano Unified School District ("District"), and the Capistrano Unified Chapter 224 California School Employees Association ("Union").

RECITALS

- A. **WHEREAS**, several school districts and several public school employee unions have established the MEBA for the purpose of providing health and welfare benefits, as defined in Sections 3543.2 and 53200 of the California Government Code, for the employees of Capistrano Unified School District and their dependents; and
- B. **WHEREAS**, the District and the Union have entered or will enter into a collective bargaining agreement which provides for participation in MEBA for the provision of health and welfare benefits for employees represented by the Union; and
- C. **WHEREAS**, the MEBA wishes to enter into an agreement with the District and the Union to provide health and welfare benefits while maintaining strict neutrality in any current or future collective bargaining negotiations between the District and the Union.

AGREEMENT

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. **Term.** The term of this Agreement shall begin January 1, 2002, and shall continue in effect until terminated pursuant to Section 8 of this Agreement.
- 2. **Incorporation of Agreement establishing the MEBA.** The parties agree to be bound by the terms contained in the document entitled "Agreement Establishing the Metropolitan Employees' Benefits Association" ("MEBA Agreement"), incorporated herein by this reference.
- 3. **Collective Bargaining Agreement.**
 - a. As a condition of participation in the MEBA, the District and the Union will modify the collective bargaining agreement between them to comport with the provisions of the MEBA Agreement and this Agreement and, in the absence of such modification, hereby agree that the specific provisions of the MEBA

Agreement and this Agreement shall supersede any terms of the collective bargaining agreement which conflicts with either Agreement.

- b. This Agreement shall not take effect until the District and the Union provide the MEBA with a copy of the current collective bargaining agreement and the provisions of the agreement providing for participation in the MEBA are approved by MEBA. The District and the Union shall immediately provide the MEBA with copies of any changes in the collective bargaining agreement relative to participation in the MEBA.

4. **Plan Changes and Waiver of Duty to Bargain for Plan Changes.**

- a. The MEBA reserves the right to amend or modify any of the benefits plans. If contributions and reserves of the MEBA are not adequate in the judgment of the Directors of the MEBA to provide benefits, pay administration expenses, and maintain reasonable reserves, the Directors may amend or modify any of the benefit plans provided that such action shall not be taken until after the District and the Union are provided at least forty-five (45) days advance written notice of such changes.
- b. The District and the Union agree to waive during their participation in the MEBA any right to bargain under Government Code section 3540 et seq., concerning the benefit plans, the insurers, or the claim administration for existing health and welfare benefits, but do not waive as a result of this Agreement the right to bargain concerning the contribution rate to the MEBA, the termination of participation in the MEBA, or benefits not purchased through the MEBA.

5. **Selection of Benefit Plans and Election Forms.**

- a. A MEBA-approved benefits plan shall be selected in accordance with the terms of the collective bargaining agreement between the District and the Union and incorporated into this Agreement as if fully set forth here, shall be submitted to the MEBA prior to the effective date of this Agreement.
- b. The choices specified in the Election Form may be changed by delivering to the MEBA an executed, amended Election Form. All changes will become effective the first day of the second calendar month following receipt by the MEBA, unless the MEBA is able to implement any changes earlier or unless the first day of a later month is specified in the amended Election Form.
- c. If the collective bargaining agreement between the District and the Union requires employees to pay a portion of the contribution, the District is solely responsible for the collection of the employee contributions. The District is responsible for the payment to the insurance carrier of the full contribution for each employee receiving benefits under one of the plans specified in the Election Form.

- d. The District and the Union will be notified in writing of applicable rates and benefits and eligibility rule changes at least forty-five (45) days prior to their effective date.
- e. The parties agree to the Eligibility Rules of the MEBA.

6. **Contribution and Reports.**

- a. The District shall prepare and submit to the MEBA monthly or tenthly by such date as the MEBA prescribes a current list on a form to be supplied by the MEBA, of all current employees who are covered under each Plan annotated to add newly enrolling employees and to delete employees who are no longer eligible.
- b. Contributions for employees covered pursuant to each respective Plan shall be paid by the District on a monthly or tenthly basis in the amount per employee specified for each employee included on the monthly list referred to in Section 6(a).
- c. Contributions to the MEBA or on behalf of the MEBA are due on the first day of the month and shall be considered delinquent if not received by the 21st day of the month in which the contributions were first due, or if postmarked later than the 20th day of the month in which the contributions were first due. Liquidated damages and interest shall be charged to delinquent contributions in accordance with the MEBA Agreement.

7. **Distribution of Materials.**

- a. The District agrees to distribute to employees enrollment forms, benefit descriptions, benefit certificates, provider directories, claim forms, and other forms or documents usually supplied in connection with the enrollment process.
- b. The District will be responsible for administering COBRA continuation benefits for employees and eligible dependents. The District shall notify MEBA of termination, reduction in hours or death of any employee as required by law.

8. **Termination.**

- a. The District and the Union may terminate their participation in the MEBA as of the date of the expiration of the collective bargaining agreement providing for participation in this MEBA by providing written notice to the MEBA not less than sixty (60) calendar days prior to the end of the plan year. If such date is not coincident with the District's plan year, written notice of termination from the District and Union shall be provided no less than ninety (90) calendar days before the end of the plan year.

- b. The MEBA may terminate this Agreement if the District or the Union fails to fulfill its obligations under this Agreement, or at any time the District fails or refuses to make all payments required hereunder, within twenty (20) days after service of a written notice from the MEBA demanding payment.
- c. Following termination of this Agreement, the MEBA shall be responsible for payment of eligible claims of covered individuals incurred on or before the termination date only in accordance with the terms and specification of the MEBA Agreement and of each applicable Plan.
- d. The parties acknowledge that after termination of participation, neither the employees and/or employee representatives nor the District shall retain any right or interest in the MEBA Fund or any of its assets and shall not be entitled to any share of the reserves maintained by the MEBA Fund upon their withdrawal from participation.
9. **Waiver of Claims.** The District and the Union hereby waive any claim against the Trustees, agents or employees of the MEBA for any loss, cost or expenses, including attorneys' fees, alleged to arise from or relate to the Trustees', agents' or employees' good faith discharge of responsibilities under the MEBA Agreement of this Agreement.
10. **Arbitration.** The parties agree that any controversy or claim arising out of or relating to the interpretation or application of this Agreement, or any breach thereof, including any claim that this Agreement is, in whole or in part, invalid, illegal or otherwise voidable or void, shall be submitted to arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any court with jurisdiction.
11. **Severability.** If any provision of this Agreement or application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect with the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.
12. **Notice.** Any written notice required by or pertaining to this Agreement shall be sent to the noticed party by prepaid first class mail or telegram, at the address listed below:

If to the MEBA (current co-chair)

Marge Imbler, MEBA Co-Chair
c/o Human Resources
Fullerton Joint Union High School District
1051 W. Bastanchury Road
Fullerton, CA 92833

If to the District

Wilma J. Harvey
Associate Superintendent
Division of Personnel Services
Capistrano Unified School District
32951 Calle Perfecto
San Juan Capistrano, CA 92675

If to the Union

John Lynch
President, Chapter #224
California School Employee Association
Capistrano Unified School District
32951 Calle Perfecto
San Juan Capistrano, CA 92675

- _____

13. **Board Ratification.** This Agreement shall not be effective until it has been ratified by the governing board of the District and verification of such ratification is provided to the MEBA.

METROPOLITAN EMPLOYEES' BENEFITS ASSOCIATION

Dated: _____

By: _____

DISTRICT

Dated: _____

By: _____

Capistrano Unified School District

UNION

By: *Luci Henderson*

Dated: *11-16-01*

Capistrano Unified School District

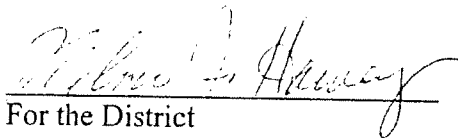
DATE OF SCHOOL BOARD RATIFICATION: _____

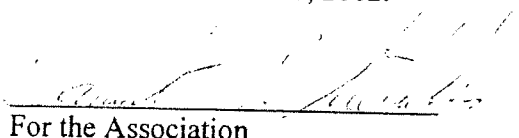
**Memorandum of Understanding
Between the Capistrano Unified School District
and the
California School Employees Association**

ARTICLE 12

HEALTH AND WELFARE BENEFITS

Several California public school districts and their related employee bargaining units have established the Metropolitan Employees Benefits Association (MEBA), for the purpose of providing health and welfare benefits, as defined in Sections 3543.2 and 53200 of the California Government Code, for the employees of and other individuals associated with such districts and their dependents. The Capistrano Unified School District and the California School Employees Association have entered into a collective bargaining agreement which provides for participation in the MEBA for the provision of health and welfare benefits for employees of the district represented by the California School Employees Association. The term of this Agreement shall begin on the first day of the month of January 2002 and shall continue in effect until December 31, 2002.


For the District


For the Association

10/26/01
Date

11-30-01
Date

METROPOLITAN EMPLOYEES BENEFITS ASSOCIATION
(MEBA)

PARTICIPATION AGREEMENT
(Collective Bargaining Unit)

This PARTICIPATION AGREEMENT ("Agreement"), is entered into by and between the Metropolitan Employees Benefits Association ("MEBA"), a tax exempt voluntary employee benefits trust under Internal Revenue Code, Section 501 (c)(9), and the Capistrano Unified School District ("District"), and the Capistrano Unified Education Association ("Union").

RECITALS

- A. **WHEREAS**, several school districts and several public school employee unions have established the MEBA for the purpose of providing health and welfare benefits, as defined in Sections 3543.2 and 53200 of the California Government Code, for the employees of Capistrano Unified School District and their dependents; and
- B. **WHEREAS**, the District and the Union have entered or will enter into a collective bargaining agreement which provides for participation in MEBA for the provision of health and welfare benefits for employees represented by the Union; and
- C. **WHEREAS**, the MEBA wishes to enter into an agreement with the District and the Union to provide health and welfare benefits while maintaining strict neutrality in any current or future collective bargaining negotiations between the District and the Union.

AGREEMENT

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. **Term.** The term of this Agreement shall begin January 1, 2002, and shall continue in effect until terminated pursuant to Section 8 of this Agreement.
- 2. **Incorporation of Agreement establishing the MEBA.** The parties agree to be bound by the terms contained in the document entitled "Agreement Establishing the Metropolitan Employees' Benefits Association" ("MEBA Agreement"), incorporated herein by this reference.
- 3. **Collective Bargaining Agreement.**
 - a. As a condition of participation in the MEBA, the District and the Union will modify the collective bargaining agreement between them to comport with the provisions of the MEBA Agreement and this Agreement and, in the absence of such modification, hereby agree that the specific provisions of the MEBA Agreement and this Agreement shall supersede any terms of the collective bargaining agreement which conflicts with either Agreement.

- b. This Agreement shall not take effect until the District and the Union provide the MEBA with a copy of the current collective bargaining agreement and the provisions of the agreement providing for participation in the MEBA are approved by MEBA. The District and the Union shall immediately provide the MEBA with copies of any changes in the collective bargaining agreement relative to participation in the MEBA.

4. **Plan Changes and Waiver of Duty to Bargain for Plan Changes.**

- a. The MEBA reserves the right to amend or modify any of the benefits plans. If contributions and reserves of the MEBA are not adequate in the judgment of the Directors of the MEBA to provide benefits, pay administration expenses, and maintain reasonable reserves, the Directors may amend or modify any of the benefit plans provided that such action shall not be taken until after the District and the Union are provided at least forty-five (45) days advance written notice of such changes.
- b. The District and the Union agree to waive during their participation in the MEBA any right to bargain under Government Code section 3540 et seq., concerning the benefit plans, the insurers, or the claim administration for existing health and welfare benefits, but do not waive as a result of this Agreement the right to bargain concerning the contribution rate to the MEBA, the termination of participation in the MEBA, or benefits not purchased through the MEBA.

5. **Selection of Benefit Plans and Election Forms.**

- a. A MEBA-approved benefits plan shall be selected in accordance with the terms of the collective bargaining agreement between the District and the Union and incorporated into this Agreement as if fully set forth here, shall be submitted to the MEBA prior to the effective date of this Agreement.
- b. The choices specified in the Election Form may be changed by delivering to the MEBA an executed, amended Election Form. All changes will become effective the first day of the second calendar month following receipt by the MEBA, unless the MEBA is able to implement any changes earlier or unless the first day of a later month is specified in the amended Election Form.
- c. If the collective bargaining agreement between the District and the Union requires employees to pay a portion of the contribution, the District is solely responsible for the collection of the employee contributions. The District is responsible for the payment to the insurance carrier of the full contribution for each employee receiving benefits under one of the plans specified in the Election Form.
- d. The District and the Union will be notified in writing of applicable rates and benefits and eligibility rule changes at least forty-five (45) days prior to their effective date.

- e. The parties agree to the Eligibility Rules of the MEBA.

6. Contribution and Reports.

- a. The District shall prepare and submit to the MEBA monthly or tenthly by such date as the MEBA prescribes a current list on a form to be supplied by the MEBA, of all current employees who are covered under each Plan annotated to add newly enrolling employees and to delete employees who are no longer eligible.
- b. Contributions for employees covered pursuant to each respective Plan shall be paid by the District on a monthly or tenthly basis in the amount per employee specified for each employee included on the monthly list referred to in Section 6(a).
- c. Contributions to the MEBA or on behalf of the MEBA are due on the first day of the month and shall be considered delinquent if not received by the 21st day of the month in which the contributions were first due, or if postmarked later than the 20th day of the month in which the contributions were first due. Liquidated damages and interest shall be charged to delinquent contributions in accordance with the MEBA Agreement.

7. Distribution of Materials.

- a. The District agrees to distribute to employees enrollment forms, benefit descriptions, benefit certificates, provider directories, claim forms, and other forms or documents usually supplied in connection with the enrollment process.
- b. The District will be responsible for administering COBRA continuation benefits for employees and eligible dependents. The District shall notify MEBA of termination, reduction in hours or death of any employee as required by law.

8. Termination.

- a. The District and the Union may terminate their participation in the MEBA as of the date of the expiration of the collective bargaining agreement providing for participation in this MEBA by providing written notice to the MEBA not less than sixty (60) calendar days prior to the end of the plan year. If such date is not coincident with the District's plan year, written notice of termination from the District and Union shall be provided no less than ninety (90) calendar days before the end of the plan year.
- b. The MEBA may terminate this Agreement if the District or the Union fails to fulfill its obligations under this Agreement, or at any time the District fails or refuses to make all payments required hereunder, within twenty (20) days after service of a written notice from the MEBA demanding payment.

- c. Following termination of this Agreement, the MEBA shall be responsible for payment of eligible claims of covered individuals incurred on or before the termination date only in accordance with the terms and specification of the MEBA Agreement and of each applicable Plan.
 - d. The parties acknowledge that after termination of participation, neither the employees and/or employee representatives nor the District shall retain any right or interest in the MEBA Fund or any of its assets and shall not be entitled to any share of the reserves maintained by the MEBA Fund upon their withdrawal from participation.
9. **Waiver of Claims.** The District and the Union hereby waive any claim against the Trustees, agents or employees of the MEBA for any loss, cost or expenses, including attorneys' fees, alleged to arise from or relate to the Trustees', agents' or employees' good faith discharge of responsibilities under the MEBA Agreement of this Agreement.
 10. **Arbitration.** The parties agree that any controversy or claim arising out of or relating to the interpretation or application of this Agreement, or any breach thereof, including any claim that this Agreement is, in whole or in part, invalid, illegal or otherwise voidable or void, shall be submitted to arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any court with jurisdiction.
 11. **Severability.** If any provision of this Agreement or application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect with the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.
 12. **Notice.** Any written notice required by or pertaining to this Agreement shall be sent to the noticed party by prepaid first class mail or telegram, at the address listed below:

<p>If to the MEBA (current co-chair)</p> <p>Marge Imbler, MEBA Co-Chair c/o Human Resources Fullerton Joint Union High School District 1051 W. Bastanchury Road Fullerton, CA 92833</p>	<p>If to the District</p> <p><u>Capistrano Unified School District</u> <u>32972 Calle Perfecto</u> <u>San Juan Capistrano, CA 92675</u> <u>Attention: Jan Cannon, Manager</u> <u>Insurance Programs</u></p>
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If to the Union

Capistrano Unified Education Association
25231 Paseo de Alicia, Suite 210
Laguna Hills, CA 92653
Attention: Frank Weirath, President

13. **Board Ratification.** This Agreement shall not be effective until it has been ratified by the governing board of the District and verification of such ratification is provided to the MEBA.

METROPOLITAN EMPLOYEES' BENEFITS ASSOCIATION

Dated: _____

By: _____

DISTRICT

Dated: _____

By: _____

Capistrano Unified School District

UNION

By: Frank W. Scirel

Dated: 11.26.01

Capistrano Unified School District

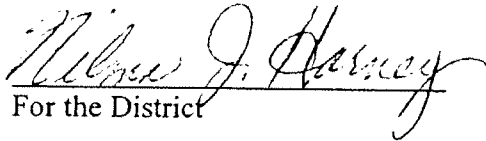
DATE OF SCHOOL BOARD RATIFICATION: _____

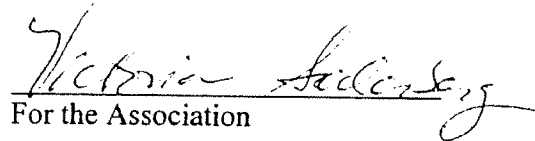
**Memorandum of Understanding
Between the Capistrano Unified School District
and the
Capistrano Unified Education Association**


ARTICLE 13

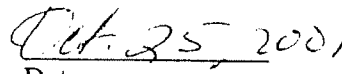
HEALTH AND WELFARE BENEFITS

Several California public school districts and their related employee bargaining units have established the Metropolitan Employees Benefits Association (MEBA), for the purpose of providing health and welfare benefits, as defined in Sections 3543.2 and 53200 of the California Government Code, for the employees of and other individuals associated with such districts and their dependents. The Capistrano Unified School District and the Capistrano Unified Education Association have entered into a collective bargaining agreement which provides for participation in the MEBA for the provision of health and welfare benefits for employees of the district represented by the Capistrano Unified Education Association. The term of this Agreement shall begin on the first day of the month of January 2002 and shall continue in effect until December 31, 2002.


For the District


For the Association


Date


Date

METROPOLITAN EMPLOYEES BENEFITS ASSOCIATION
(MEBA)

PARTICIPATION AGREEMENT
(Collective Bargaining Unit)

This PARTICIPATION AGREEMENT ("Agreement"), is entered into by and between the Metropolitan Employees Benefits Association ("MEBA"), a tax exempt voluntary employee benefits trust under Internal Revenue Code, Section 501 (c)(9), and the Capistrano Unified School District ("District"), and the Teamsters Local 952 ("Union").

RECITALS

- A. **WHEREAS**, several school districts and several public school employee unions have established the MEBA for the purpose of providing health and welfare benefits, as defined in Sections 3543.2 and 53200 of the California Government Code, for the employees of Capistrano Unified School District and their dependents; and
- B. **WHEREAS**, the District and the Union have entered or will enter into a collective bargaining agreement which provides for participation in MEBA for the provision of health and welfare benefits for employees represented by the Union; and
- C. **WHEREAS**, the MEBA wishes to enter into an agreement with the District and the Union to provide health and welfare benefits while maintaining strict neutrality in any current or future collective bargaining negotiations between the District and the Union.

AGREEMENT

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. **Term.** The term of this Agreement shall begin January 1, 2002, and shall continue in effect until terminated pursuant to Section 8 of this Agreement.
- 2. **Incorporation of Agreement establishing the MEBA.** The parties agree to be bound by the terms contained in the document entitled "Agreement Establishing the Metropolitan Employees' Benefits Association" ("MEBA Agreement"), incorporated herein by this reference.
- 3. **Collective Bargaining Agreement.**
 - a. As a condition of participation in the MEBA, the District and the Union will modify the collective bargaining agreement between them to comport with the provisions of the MEBA Agreement and this Agreement and, in the absence of such modification, hereby agree that the specific provisions of the MEBA Agreement and this Agreement shall supersede any terms of the collective bargaining agreement which conflicts with either Agreement.

- b. This Agreement shall not take effect until the District and the Union provide the MEBA with a copy of the current collective bargaining agreement and the provisions of the agreement providing for participation in the MEBA are approved by MEBA. The District and the Union shall immediately provide the MEBA with copies of any changes in the collective bargaining agreement relative to participation in the MEBA.

4. **Plan Changes and Waiver of Duty to Bargain for Plan Changes.**

- a. The MEBA reserves the right to amend or modify any of the benefits plans. If contributions and reserves of the MEBA are not adequate in the judgment of the Directors of the MEBA to provide benefits, pay administration expenses, and maintain reasonable reserves, the Directors may amend or modify any of the benefit plans provided that such action shall not be taken until after the District and the Union are provided at least forty-five (45) days advance written notice of such changes.
- b. The District and the Union agree to waive during their participation in the MEBA any right to bargain under Government Code section 3540 et seq., concerning the benefit plans, the insurers, or the claim administration for existing health and welfare benefits, but do not waive as a result of this Agreement the right to bargain concerning the contribution rate to the MEBA, the termination of participation in the MEBA, or benefits not purchased through the MEBA.

5. **Selection of Benefit Plans and Election Forms.**

- a. A MEBA-approved benefits plan shall be selected in accordance with the terms of the collective bargaining agreement between the District and the Union and incorporated into this Agreement as if fully set forth here, shall be submitted to the MEBA prior to the effective date of this Agreement.
- b. The choices specified in the Election Form may be changed by delivering to the MEBA an executed, amended Election Form. All changes will become effective the first day of the second calendar month following receipt by the MEBA, unless the MEBA is able to implement any changes earlier or unless the first day of a later month is specified in the amended Election Form.
- c. If the collective bargaining agreement between the District and the Union requires employees to pay a portion of the contribution, the District is solely responsible for the collection of the employee contributions. The District is responsible for the payment to the insurance carrier of the full contribution for each employee receiving benefits under one of the plans specified in the Election Form.
- d. The District and the Union will be notified in writing of applicable rates and benefits and eligibility rule changes at least forty-five (45) days prior to their effective date.

- e. The parties agree to the Eligibility Rules of the MEBA.

6. **Contribution and Reports.**

- a. The District shall prepare and submit to the MEBA monthly or tenthly by such date as the MEBA prescribes a current list on a form to be supplied by the MEBA, of all current employees who are covered under each Plan annotated to add newly enrolling employees and to delete employees who are no longer eligible.
- b. Contributions for employees covered pursuant to each respective Plan shall be paid by the District on a monthly or tenthly basis in the amount per employee specified for each employee included on the monthly list referred to in Section 6(a).
- c. Contributions to the MEBA or on behalf of the MEBA are due on the first day of the month and shall be considered delinquent if not received by the 21st day of the month in which the contributions were first due, or if postmarked later than the 20th day of the month in which the contributions were first due. Liquidated damages and interest shall be charged to delinquent contributions in accordance with the MEBA Agreement.

7. **Distribution of Materials.**

- a. The District agrees to distribute to employees enrollment forms, benefit descriptions, benefit certificates, provider directories, claim forms, and other forms or documents usually supplied in connection with the enrollment process.
- b. The District will be responsible for administering COBRA continuation benefits for employees and eligible dependents. The District shall notify MEBA of termination, reduction in hours or death of any employee as required by law.

8. **Termination.**

- a. The District and the Union may terminate their participation in the MEBA as of the date of the expiration of the collective bargaining agreement providing for participation in this MEBA by providing written notice to the MEBA not less than sixty (60) calendar days prior to the end of the plan year. If such date is not coincident with the District's plan year, written notice of termination from the District and Union shall be provided no less than ninety (90) calendar days before the end of the plan year.
- b. The MEBA may terminate this Agreement if the District or the Union fails to fulfill its obligations under this Agreement, or at any time the District fails or refuses to make all payments required hereunder, within twenty (20) days after service of a written notice from the MEBA demanding payment.

- c. Following termination of this Agreement, the MEBA shall be responsible for payment of eligible claims of covered individuals incurred on or before the termination date only in accordance with the terms and specification of the MEBA Agreement and of each applicable Plan.
 - d. The parties acknowledge that after termination of participation, neither the employees and/or employee representatives nor the District shall retain any right or interest in the MEBA Fund or any of its assets and shall not be entitled to any share of the reserves maintained by the MEBA Fund upon their withdrawal from participation.
9. **Waiver of Claims.** The District and the Union hereby waive any claim against the Trustees, agents or employees of the MEBA for any loss, cost or expenses, including attorneys' fees, alleged to arise from or relate to the Trustees', agents' or employees' good faith discharge of responsibilities under the MEBA Agreement of this Agreement.
 10. **Arbitration.** The parties agree that any controversy or claim arising out of or relating to the interpretation or application of this Agreement, or any breach thereof, including any claim that this Agreement is, in whole or in part, invalid, illegal or otherwise voidable or void, shall be submitted to arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any court with jurisdiction.
 11. **Severability.** If any provision of this Agreement or application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect with the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.
 12. **Notice.** Any written notice required by or pertaining to this Agreement shall be sent to the noticed party by prepaid first class mail or telegram, at the address listed below:

<p>If to the MEBA (current co-chair)</p> <p>Marge Imbler, MEBA Co-Chair c/o Human Resources Fullerton Joint Union High School District 1051 W. Bastanchury Road Fullerton, CA 92833</p>	<p>If to the District</p> <p><u>Capistrano Unified School District</u> <u>32972 Calle Perfecto</u> <u>San Juan Capistrano, CA 92675</u> <u>Attention: Jan Cannon, Manager,</u> Insurance <u>Programs</u></p>
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If to the Union

Teamsters Local 952

140 South Marks Way

Orange, CA 92868-2698

Attention: Donna Metcalfe, Business Representative

13. **Board Ratification.** This Agreement shall not be effective until it has been ratified by the governing board of the District and verification of such ratification is provided to the MEBA.

METROPOLITAN EMPLOYEES' BENEFITS ASSOCIATION

Dated: _____

By: _____

DISTRICT

Dated: _____

By: _____

Capistrano Unified School District

UNION

By: 

Dated: 10/30/01

Capistrano Unified School District

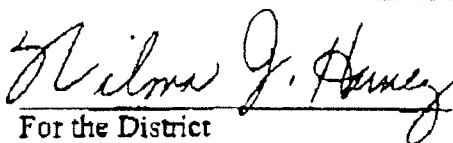
DATE OF SCHOOL BOARD RATIFICATION: _____

**Memorandum of Understanding
Between the Capistrano Unified School District
and the
Teamsters Local 952**

ARTICLE 12

HEALTH AND WELFARE BENEFITS

Several California public school districts and their related employee bargaining units have established the Metropolitan Employees Benefits Association (MEBA), for the purpose of providing health and welfare benefits, as defined in Sections 3543.2 and 53200 of the California Government Code, for the employees of and other individuals associated with such districts and their dependents. The Capistrano Unified School District and the Teamsters Local 952 have entered into a collective bargaining agreement which provides for participation in the MEBA for the provision of health and welfare benefits for employees of the district represented by the Teamsters Local 952. The term of this Agreement shall begin on the first day of the month of January 2002 and shall continue in effect until December 31, 2002.


For the District

10/26/01
Date


For the Teamsters

10/26/01
Date

METROPOLITAN EMPLOYEES BENEFITS ASSOCIATION (MEBA)

PARTICIPATION AGREEMENT

(Non-Union Employees)

This PARTICIPATION AGREEMENT ("Agreement"), is entered into by and between the Metropolitan Employees Benefits Association ("MEBA"), a tax exempt voluntary employee benefits trust under internal Revenue code, Section 501(c) (9), and the Capistrano Unified School District ("District").

RECITALS

- A. **WHEREAS**, several school districts and several public school employee unions have established the MEBA for the purpose of providing health and welfare benefits, as defined in Sections 3543.2 and 53200 of the California Government Code, for the employees of such districts and their dependents; and
- B. **WHEREAS**, the MEBA wishes to enter into an agreement with the District to provide health and welfare benefits to employees and others associated with the District who are not subject to a collective bargaining agreements.

AGREEMENT

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. **Term.** The term of the Agreement shall begin January 1, 2002, and shall continue in effect until terminated pursuant to Section 7 of this Agreement.
- 2. **Incorporation of Agreement Establishing MEBA.** The parties agree to be bound by the terms contained in the document entitled "Trust Agreement Establishing the Metropolitan Employees Benefits Association and Trust" ("MEBA Agreement"), incorporated herein by this reference.
- 3. **Plan Changes.** The MEBA reserves the right to amend or modify any of the benefits plans. If contributions and reserves of the MEBA are not adequate in the judgment of the Trustees of the MEBA to provide benefits, pay administration expenses, and maintain reasonable reserves, the Trustees may amend or modify any of the benefit plans provided that such action shall not be taken until after the District is provided at least forty-five (45) days advance written notice of such changes.
- 4. **Selection of Benefit Plans and Election Forms.**
 - a. One or more MEBA-approved benefits plans shall be selected by the District on the Benefit Plan Election Form ("Election form"), attached as **Exhibit A** and incorporated into this Agreement as if fully set forth here. The District shall

submit such Election Form to the MEBA prior to the effective date of this Agreement.

- b. The choices specified in the Election Form may be changed by delivering to the MEBA an executed, amended Election Form. All changes will become effective the first day of the second calendar month following receipt by the MEBA, unless the MEBA is able to implement any changes earlier or unless the first day of a later month specified in the amended Election Form.
- c. If the employees are required to pay a portion of the contributions, the District is solely responsible for the collection of the employee contributions. The District is responsible for payment to the MEBA of the full contribution for each employee receiving benefits under one of the plans specified in the Election Form.
- d. The District will be notified in writing of applicable rates and benefit and eligibility rules changes at least forty-five (45) days prior to their effective date.
- e. The parties agree to the Eligibility Rules of the MEBA which are attached hereto as **Exhibit B** and are incorporated into this Agreement as if fully set forth herein.

5. Contributions and Reports

- a. The District shall prepare and submit to the MEBA and/or the benefit providers monthly or tenthly by such date as the MEBA and/or the insurance providers prescribe a current list on a form to be supplied by the MEBA and/or the insurance providers, of all current employees who are covered under each Plan annotated to add newly enrolling employees and to delete employees who are no longer eligible.
- b. Contributions for employees covered pursuant to each respective Plan shall be paid by the District on a monthly or tenthly basis in the amount per employee specified for each employee included on the monthly list referred to in Section 5(a).
- c. Contributions to the MEBA or on behalf of the MEBA are due on the first day of the month and shall be considered delinquent if not received by the 21st day of the month in which the contributions were first due, or if postmarked later than the 20th day of the month in which the contributions were first due. Liquidated damages and interest shall be charged to delinquent contributions in accordance with the MEBA Agreement.

6. Distribution of Materials

- a. The District agrees to distribute to employees' enrollment forms, benefit descriptions, claim forms, and other forms or documents usually supplied in connection with the enrollment process.

- b. The District will be responsible for administering COBRA continuation benefits for employees and eligible dependents. The District shall notify MEBA of termination, reduction in hours or death of any employee as required by law.

7. **Termination**

- a. The District may terminate its participation in the MEBA by providing written notice to the MEBA not less than sixty (60) calendar days prior to the end of the plan year. Such termination may not occur earlier than twelve (12) calendar months following the date specified in Section 1 of this Agreement.
 - b. The MEBA may terminate this Agreement if the District fails to fulfill its obligation under this Agreement, or at any time the District fails or refuses to make all payments required hereunder, within twenty (20) days after service of a written notice from the MEBA demanding payment.
 - c. Following termination of this Agreement, the MEBA shall be responsible for payment of eligible claims of covered individuals incurred on or before the termination date only in accordance with the terms and specifications of the MEBA Agreement and of each applicable Plan.
 - d. The parties acknowledge that after termination of participation neither the employees nor the District shall retain any right or interest in the MEBA fund or any of its assets and shall not be entitled to any share of the reserves maintained by the MEBA Fund upon their withdrawal from participation.
8. **Waiver of Claims.** The District hereby waives any claim against the Trustees, agents or employees of the MEBA for any loss, cost or expenses, including attorneys' fees, alleged to arise from or relate to the Trustees', agents', or employees' good faith discharge of responsibilities under the MEBA Agreement or this Agreement
9. **Arbitration.** The parties agree that any controversy or claim arising out of or relating to the interpretation or application of this Agreement, or any breach thereof, including any claim that this Agreement is, in whole or in part, invalid, illegal or otherwise voidable or void, shall be submitted to arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any court with jurisdiction.
10. **Severability.** If any provision of this Agreement or application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect with the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

11. **Notice.** Any written notice required by or pertaining to this Agreement shall be sent to the noticed party by prepaid first class mail or telegram, at the address listed below:

If to the MEBA

Marge Imbler, MEBA Co-Chair
c/o Human Resources
Fullerton Joint Union High School District
1051 West Bastanchury Road
Fullerton, CA 92833-2247

If to the District

Capistrano Unified School District

32972 Calle Perfecto

San Juan Capistrano, CA 92675

Attention: Jan Cannon, Manager, Insurance
Programs

12. **Board Ratification.** This Agreement shall not be effective until it has been ratified by the Governing Board of the District and verification of such ratification is provided to the MEBA.

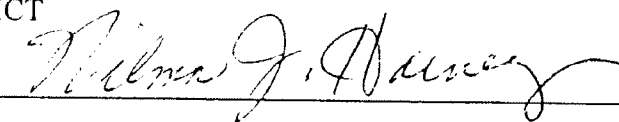
METROPOLITAN EMPLOYEES BENEFITS ASSOCIATION

Dated: _____

By: _____

DISTRICT

By:



Dated: November 30, 2001

Capistrano Unified School District

DATE OF SCHOOL BOARD RATIFICATION: December 10, 2001

BENEFIT PLAN ELECTION FORM

This BENEFIT PLAN ELECTION FORM ("Election Form") is submitted to the Metropolitan Employees Benefits Association and Trust ("MEBA"), a tax exempt voluntary employee benefits trust under Internal Revenue Code, Section 501 (c) (9), by the:

_____("District").

Pursuant to the terms of the Participation Agreement executed between the parties, the following information represents the benefit plan election information for the District. The benefit plan election may only be changed in accordance with Paragraph 4 of the Participation Agreement.

EFFECTIVE DATE

The Effective Date of Participation of the District in the MEBA shall be January 1, 2002.

PLAN YEAR

The first plan year shall begin on the effective date and end on January 1, 2003.

All subsequent plan years shall begin on January 1 of each year and end on the next following December 31.

PAYMENTS

Payments made to the MEBA shall be made on a monthly basis.

PLAN ELECTIONS (Check appropriate choice)

Elected Blue Cross Plans:

- X Blue Cross CaliforniaCare, HMO (\$10 copay)
 X Blue Cross Point of Service, PPO (\$15 copay, 80%/60%)

ELIGIBILITY

1. Benefits become effective on the first day of the month following the date of hire. Employees hired on the first working day of the month will have benefits for the month of hire. Eligibility ends on the last day of the month in which the employee terminates from paid status.
2. Retirees of the Capistrano Unified School District are eligible for medical benefits. Retirees age 65 and older are eligible to continue benefits on a self-paying basis.
3. Persons on leaves of absences approved by the Board of Trustees, who otherwise would be eligible for benefits, are eligible.

METROPOLITAN EMPLOYEES BENEFITS ASSOCIATION (MEBA)

PARTICIPATION AGREEMENT (Collective Bargaining Unit)

This PARTICIPATION AGREEMENT ("Agreement"), is entered into by and between the Metropolitan Employees Benefits Association ("MEBA"), a tax exempt voluntary employee benefits trust under Internal Revenue Code, Section 501 (c) (9), the _____ District ("District"), and the _____ ("Union").

RECITALS

- A. WHEREAS, several school districts and several public school employee unions have established MEBA for the purpose of providing health and welfare benefits, as defined in Sections 3543.2 and 53200 of the California Government Code, for the employees of _____ District and their dependents; and
- B. WHEREAS, the District and the Union have entered or will enter into a collective bargaining agreement which provides for participation in MEBA for the provision of health and welfare benefits for employees represented by the Union; and
- C. WHEREAS, MEBA wishes to enter into an agreement with the District and the Union to provide health and welfare benefits while maintaining strict neutrality in any current or future collective bargaining negotiations between the District and the Union.

AGREEMENT

The parties agree as follows:

- 1. **Term.** The term of this Agreement shall begin _____, and shall continue in effect until terminated pursuant to Section 8 of this Agreement.
- 2. **Incorporation of Agreement establishing MEBA.** The parties agree to be bound by the "Trust Agreement Metropolitan Employees' Benefits Association and Trust," as amended, ("MEBA Agreement"), incorporated herein by this reference.
- 3. **Collective Bargaining Agreement**
 - a. As a condition of participation in MEBA, the District and the Union will modify the collective bargaining agreement between them to comport with the provisions of the MEBA Agreement and this Agreement and, in the absence of such modification, hereby agree that the specific provisions of the MEBA Agreement and this Agreement shall supersede any terms of the collective bargaining agreement which conflicts with either Agreement.

- b. This Agreement shall not take effect until the District and the Union provide MEBA with a copy of the current collective bargaining agreement and the provisions of the agreement providing for participation in MEBA are approved by MEBA. The District and the Union shall immediately provide MEBA with copies of any changes in the collective bargaining agreement relative to participation in MEBA.
- 4. **Plan Changes and Waiver of Duty to Bargain for Plan Changes.**
 - a. MEBA reserves the right to amend or modify any of the benefits plans. If contributions and reserves of MEBA are not adequate in the judgment of the Trustees of MEBA to provide benefits, pay administration expenses, and maintain reasonable reserves, the Trustees may amend or modify any of the benefit plans provided that such action shall not be taken until after the District and the Union are provided at least forty-five (45) days advance written notice of such changes.
 - b. The District and the Union agree to waive during their participation in MEBA any right to bargain under Government Code section 3540 et seq., concerning the benefit Plan(s), the insurers, or the claim administration for existing health and welfare benefits, but do not waive as a result of this Agreement the right to bargain concerning the selection of Plan(s), the employee contribution, the termination of participation in MEBA, or benefits not purchased through MEBA.
- 5. **Selection of MEBA Plan(s) and Election Forms.**
 - a. MEBA approved Plan(s) shall be selected by the District and the Union, in accordance with the terms of their collective bargaining agreement, and is set forth in the signed Benefit Plan Election Form (the "Election Form") attached and marked as **Exhibit A** and made a part of this Agreement by this reference.
 - b. A MEBA approved medical Plan must be selected on the Election Form.
 - c. The choice(s) specified in the Election Form may be changed with 60 days notice prior to January 1 of each plan year to accommodate District and Union desires to move between established MEBA plan designs. Any other proposed changes to member plan participation shall only be considered following receipt by the Board of a written request from a member group to amend its Election Form. Any such change and requests for change must be delivered in a writing executed by the District and Union. The Board may approve or deny the request to amend the Election Form after review of factors that may impact the MEBA Trust and its membership.
 - d. If the collective bargaining agreement between the District and the Union requires employees to pay a portion of the contributions, the District is solely responsible for the collection of the employee contributions. The District is responsible for the payment to MEBA of the full contribution for each employee receiving benefits under one of the plans specified in the Election Form.

- e. The District and Union will be notified in writing of applicable rates and benefits and eligibility rules changes at least 45 days prior to their effective date.
- f. The parties agree to the Participation and Eligibility Requirements of MEBA which are attached and marked as **Exhibit B** and are incorporated into this Agreement as if fully set forth here.
- g. If the District and Union select the California Public Employers-Employees Trust Fund Group ("CPEETFG") dental plan from the Election Form, identified as the Delta Dental Plan, the parties acknowledge that MEBA merely agrees as a courtesy to forward payments collected from the District in accordance with this CPEETFG program and that MEBA does not provide this benefit and is not liable for any benefits provided under the dental plan.

6. Contribution and Reports

- a. The District shall prepare and submit to MEBA monthly or tenthly, by such date as MEBA prescribes, a current list on a form to be supplied by MEBA, of all current employees who are covered under each Plan annotated to add newly enrolling employees and to delete employees who are no longer eligible.
- b. Contributions for employees covered pursuant to each respective Plan shall be paid by the District, to MEBA, on a monthly or tenthly basis in the amount per employee specified for each employee included on the monthly list referred to in Section 6(a).
- c. Contributions to MEBA or on behalf of MEBA are due on the first day of the month and shall be considered delinquent if not received by the 21st day of the month in which the contributions were first due, or if postmarked later than the 20th day of the month in which the contributions were first due. Coverage by the Trust on the first day of the month under the MEBA Plans is contingent upon payment of those contributions which are due in the same month. Without limiting any rights of MEBA under the MEBA Agreement, liquidated damages and interest may be charged to delinquent contributions in accordance with the MEBA Agreement.

7. Distribution of Materials.

- a. The District agrees to distribute to employees enrollment forms, benefit descriptions, benefit certificates, provider directories, claim forms, and other forms of documents usually supplied by the insurance carriers in connection with the enrollment process.
- b. The District understands and agrees that it will assume complete responsibility for administering COBRA continuation benefits for employees and eligible dependents in accordance with the requirements of Public Health Service Act §2202, 42 U.S.C. §300bb et seq., and will indemnify and hold harmless the Trust with regard to same. These duties include, but are not limited to, the provision of an initial COBRA notice to each Participant and his or her spouse and eligible dependents, and the provision

of subsequent COBRA notices upon the occurrence of qualifying events. The District shall notify the Trust of the termination, reduction in hours, or death of any employee as required by law.

8. Termination.

- a. Consistent with the collective bargaining agreement, the District and/or the Union may terminate their participation in MEBA as of the end of a plan year provided they give written notice, appropriately executed, to MEBA not less than 90 calendar days prior to the end of the same plan year.
 - b. MEBA may terminate this Agreement if the District or the Union fails to fulfill its obligations under this Agreement, or at any time the District fails or refuses to make all payments required hereunder, within twenty (20) days after service of a written notice from MEBA demanding payment.
 - c. In the event this Agreement terminates, MEBA is only responsible for providing coverage under the applicable MEBA plans through the termination date, provided all contributions are received when due. In no event is MEBA responsible for coverage of any employee after the end of the plan year for which notice in accordance with subsections 8(a) or (b) was given.
 - d. The parties acknowledge that after termination of participation, neither the employees and/or employee representatives nor the District retain any right or interest in MEBA and are not entitled to any share of the reserves maintained by MEBA upon their withdrawal from participation.
9. **Waiver of Claims.** The District and the Union hereby waive any claim against the Trustees, agents or employees of MEBA for any loss, cost or expenses, including attorneys' fees, alleged to arise from or relate to the Trustees', agents' or employees' good faith discharge of responsibilities under the MEBA Agreement or this Agreement.
10. **Arbitration.** The parties agree that any controversy or claim arising out of or relating to the interpretation or application of this Agreement, or any breach thereof, including any claim that this Agreement is, in whole or in part, invalid, illegal or otherwise voidable or void, shall be submitted to arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any court with jurisdiction.
11. **Severability.** If any provision of this Agreement or application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement, which can be given effect with the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.
12. **Notice.** Any written notice required by or pertaining to this Agreement shall be sent to the noticed party by prepaid first class mail or telegram, at the address listed below:

If to MEBA

If to the District

If to the Union

13. Board Ratification. This Agreement shall not be effective until it has been ratified by the Governing Board of the District and verification of such ratification is provided to MEBA.

DISTRICT

Date of school board ratification: _____

By: _____
_____ School District

Dated: _____

UNION

By: _____
_____ School District

Dated: _____

METROPOLITAN EMPLOYEES BENEFITS ASSOCIATION

By: _____

Dated: _____

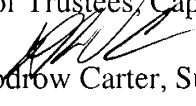
By: _____

Dated: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: Ellen M. Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM:  A. Woodrow Carter, Superintendent

SUBJECT: **FIRST READING: BOARD POLICY 4351—MANAGEMENT
COMPENSATION**

BACKGROUND INFORMATION

In an effort to promote the professional growth and development of our leaders, the Board of Trustees and Superintendent have allotted a reimbursement of up to \$500 per management employee to apply toward membership in professional and institutional organizations. While we believe ongoing professional learning is vital to the academic growth and success of the District, we recognize the need to identify areas to cut during this time of fiscal uncertainty. As a result, District staff will make efforts to incorporate professional growth through in-house management trainings.

CURRENT CONSIDERATIONS

This board item requests approval of proposed revisions to the “Professional Association Dues” portion of Board Policy 4351—Management Compensation (Exhibit A) which will suspend reimbursements for professional and institutional organizations for the 2009-2010 school year.

FINANCIAL IMPLICATIONS

It is estimated that if the proposed revisions are approved, the District will save approximately \$20,000 during the 2009-2010 school year.

STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees waive a second reading and approve the revisions to BP 4351—Management Compensation (Exhibit A).

DISCUSSION/
ACTION

MANAGEMENT COMPENSATION

Placement on Salary Schedule - Promotions/Reassignments

Management and confidential personnel who are promoted to a position at a higher range shall have their salary adjusted in the following manner: they shall be placed on the step in the higher range which would provide a pay increase of at least five percent, but not to exceed Step 5.

Management and confidential personnel who are reclassified or upgraded to a position at a higher range shall retain step placement given such step placement will not provide an increase beyond five percent. If the employee is on a longevity step in his/her current management/confidential position, upon such change, he/she shall move back in steps in the new range as outlined above. If the newly assigned step is Step 5, the administrator shall be placed on the first longevity step effective July 1 of the next fiscal year. If the newly assigned step is lower than Step 5, the administrator shall move to the first longevity step on July 1 of the next fiscal year after attaining Step 5. Employees who are moved from Step 20 to a lower step shall not have to serve a year at Step 15. Such employee is eligible to move from Step 10 to Step 20 as appropriate. However, notwithstanding everything just described, the Superintendent may exercise discretion to authorize a variation in step placement.

Managers returning to the classroom or classified service shall be placed on the appropriate longevity step as permitted in applicable Education Code provisions and collective bargaining agreements.

Y-Rating

Management and confidential personnel who are assigned to a position with a lower salary level shall be placed, if possible, on a range and step which represents no change or minimal change in salary. The Board of Trustees may approve a "Y" rating of such employee's salary which is to be reviewed and reapproved annually. A Y-rated salary shall not increase during the continuous regular service until the current salary range meets or exceeds the new salary of the employee. The Y-rating of an employee's salary does not affect longevity credit.

Placement on Salary Schedule - New Hires or Current Employees New to a Management/Confidential Position

Although it would normally be expected that new managerial employees be placed on Step 1 in the designated salary range, the Superintendent is authorized to place newly appointed or promoted managerial employees at a step higher than Step 1, including placement up to Step 5. The Superintendent may authorize salary placement higher than Step 5 upon Board approval.

MANAGEMENT COMPENSATION (continued)**Regular Step Advance**

Advancement to the next higher step within a classification shall be effective July 1 of each fiscal year until Step 5 has been attained. Once Step 5 has been attained, the longevity provisions of this policy shall apply.

Longevity Credit

An appointee to a management classification between July 1 and December 31 shall receive a full year of longevity credit. Appointees to management positions from January 1 to June 30 shall not have the year of appointment count toward longevity credit unless extenuating circumstances exist as determined by the Superintendent. The appropriate longevity increases shall be effective at the beginning of the administrator's 10th, 15th and 20th years of service in a management or confidential position. Longevity steps 15 and 20 are subject to annual review and approval of the Superintendent for certificated managers.

Subject to the Superintendent's discretion, an administrator may receive credit for up to six years of out-of-district administrative/management experience toward longevity.

Service Clubs and Community Organizations

It is to the benefit of the educational programs of Capistrano Unified School District for the Board of Trustees to have its district leaders involved in service clubs and community organizations. However, any costs associated with participation in these service clubs or community organizations will be incurred at the employee's expense.

Professional Association Dues

The Board of Trustees and Superintendent consider professional development of their management personnel to be ~~of the highest~~ a high priority. Pursuant to that philosophy, the Board of Trustees grants to the Superintendent the authority to designate individuals, as official representatives of the school district, to obtain membership in select state, national and international professional organizations relevant to the operations of the school district.

Some professional associations offer institutional membership. In such cases, the Superintendent will identify who will serve as the school district's official representative(s).

Recognizing that professional development is important for all administrators, the Board of Trustees encourages the members of its management staff to join and participate in professional organizations, ~~and, therefore, authorizes reimbursement of up to \$500 per employee per year, to be used for membership in one or more professional organizations. All such memberships are subject to the approval of the Superintendent/Designee.~~

MANAGEMENT COMPENSATION (continued)**Advanced Degree Incentive**

Certificated and classified managers are eligible to receive the annual stipend as approved by the Board of Trustees for earned doctorate degrees. Classified managers are eligible to receive the annual stipends for an earned Master's degree as approved by the Board of Trustees.

Salary Underpayment/Overpayment Recovery Plan

In order to ensure proper range and step placement for employees, cooperation is required between the employee and the Payroll and Personnel Departments. Employees are requested to review their salary placement at least annually.

Should the employee believe that he/she has been improperly placed (i.e., not receiving the correct salary), the employee should immediately bring this to the attention of the Personnel and Payroll Departments. Should the district discover a salary error, the employee will be notified in writing at the earliest possible time after the error is noticed. A placement error that results in an incorrect payment to the employee will be corrected after the district has received appropriate verification(s) from the employee and/or respective agency/or previous employer. The statute of limitations for salary underpayments and overpayments is three years.

Underpayments

Should an incorrect salary placement result in an underpayment to the employee (less than they should be receiving), a supplemental amount due to the employee shall be included in the employee's next regularly scheduled paycheck following appropriate verification.

Overpayments

Should an incorrect salary placement result in an overpayment to the employee, as it is considered a gift of public funds, the employee shall be responsible for the full repayment of any amount in excess of his/her appropriate salary and/or other compensation. The employee shall be responsible for arranging a payment plan with the Payroll Department. The full amount must be repaid during a period not to exceed the time frame in which the overpayment occurred. Overpayments may be repaid by personal check, cash, or through payroll deduction. Any exceptions to the time period would require approval of the Superintendent or designee.

In the event the district and the employee are unable to agree on a repayment plan which is acceptable, the employee shall be notified that legal action may then be taken by the district in order to collect the overpayment amount.

Policy

revised: June 14, 1999

revised: August 13, 2001

revised: July 16, 2007

revised: September 8, 2008

revised: December 8, 2008


CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: Ellen M. Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM:  A. Woodrow Carter, Superintendent

SUBJECT: **APPROVAL: BOARD POLICY 6141.5, ADVANCED PLACEMENT**

BACKGROUND INFORMATION

Advanced Placement courses are in place at all of our comprehensive high schools and provide college-level curriculum to motivated students. GAMUT recommends a Board policy to address key components of this program, including scope, preparation, support systems, staff development, and College Board authorization. CUSD currently does not have a policy on this program.

CURRENT CONSIDERATIONS

The purpose of this item is to bring forward Board Policy 6141.5, Advanced Placement, Exhibit A, for a first reading. A list of the 42 existing Advanced Placement courses is attached for Trustee review, Exhibit B.

FINANCIAL IMPLICATIONS

There are no financial implications to this policy.

STAFF RECOMMENDATION

It is respectfully requested that Board President Ellen Addonizio recognize Carolyn Williams, Assistant Superintendent, Secondary Education, who will present this item. At the conclusion of this discussion, it is recommended the Board approve a first reading of Board Policy 6141.5, Advanced Placement.

DISCUSSION/
ACTION

ADVANCED PLACEMENT

To encourage students to challenge themselves academically and to enable students to be more competitive when applying for admission to postsecondary institutions, the Governing Board shall provide opportunities for college-level coursework that will prepare interested high school students to pass Advanced Placement (AP) examinations.

The Superintendent or designee shall recommend subject areas for AP courses at each school based on student interest and the availability of qualified certificated staff, instructional materials, and other resources.

The Superintendent or designee shall ensure that the district's educational program provides opportunities for students to acquire the skills necessary to successfully undertake AP coursework. To the extent possible, the Superintendent or designee shall collaborate with feeder middle schools in developing and implementing an appropriate preparation program.

The Superintendent or designee shall make efforts to encourage students to participate in AP courses and to take end-of-course AP exams by creating support systems for AP students, such as resource centers and programs to recognize student accomplishments. In addition, the Superintendent or designee shall explore partnerships with colleges and universities to help encourage students to pursue postsecondary education.

To increase the capacity of district schools to offer these courses, the Superintendent or designee shall provide staff development and support to AP teachers. Such professional development may include, but not be limited to, opportunities for teachers to obtain course-specific information, as well as information on instructional methods and data-driven decisions; mentoring for prospective AP teachers; and opportunities for staff within the district to share course syllabi and practices.

The Board desires that every district AP course receive authorization to use the AP designation by the College Board. To that end, the Superintendent or designee shall coordinate the process for submitting courses for approval as part of the AP course audit.

Policy
adopted:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano

CUSD
2008-2009
AP Courses Offered

	Department	CN#	Course Title
1	Fine Arts	8293	AP Stdio Art/HP
2	Computer	4163	AP Cmpt Sci (HP
3	Computer	5943	AP Cmpt Sci AB
4	English	2963	AP Lang/Cmp(HP)
5	English	3513	IB/AP Lg/CompHP
6	English	2753	AP Lit/Cmp(HP)
7	Foreign Lang	1603	AP Frnch IV(HP)
8	Foreign Lang	1613	AP Frnch V (HP)
9	Foreign Lang	1673	AP Germn IV(HP)
10	Foreign Lang	1683	AP German V (HP)
11	Foreign Lang	1533	AP Latin IV (HP
12	Foreign Lang	1723	AP Spnsh IV(HP)
13	Foreign Lang	4633	IB/AP Span Lang
14	Foreign Lang	1733	AP Spnsh V(HP)
15	Foreign Lang	4623	IB/AP Span Lit
16	Foreign Lang	5143	AP ChineseV(HP)
17	Foreign Lang	5963	IB/AP Japanese
18	History	6022	Econ/Gov AP(HP)
19	History	2123	AP Am Gvt/Ecn(H
20	History	2043	AP Eur His (HP)
21	History	2033	AP Am Hist (HP)
22	History	3663	IB/AP AmHst(HP)
23	History	1833	AP Psych (HP)
24	History	4433	IB/AP Psych
25	History	6513	AP Wrld Hist HP
26	History	2073	AP Art His (HP)
27	Mathematics	2943	AP Calculus(HP)
28	Mathematics	4723	IB/AP Calculus
29	Mathematics	3423	ATMS AP CalBC
30	Mathematics	3483	AP Calc BC (HP)
31	Mathematics	4703	IB/AP Calc BC(H
32	Mathematics	2643	ATMS AP Stats
33	Mathematics	2673	AP Statistics(H
34	Music	2303	AP Music Theory
35	Science	3723	AP Biology (HP)
36	Science	3643	IB/AP Chemistry
37	Science	3753	AP Chem (HP)
38	Science	3373	AP Physics B(HP
39	Science	2543	AP Physics (HP)
40	Science	3363	AP Physics C(HP
41	Science	3093	AP Environ Sci
42	Science	4663	IB/AP EnviroSci

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: Ellen M. Addonizio, President
and Members,
Board of Trustees, Capistrano Unified School District

FROM: A. Woodrow Carter, Superintendent

SUBJECT: **APPROVAL: BOARD POLICY 6146.1, HIGH SCHOOL GRADUATION
REQUIREMENTS**

BACKGROUND INFORMATION

Board Policy 6146.1 updates high school graduation requirements for all students, including comprehensive, continuation, and adult schools. This policy also describes other options to earn high school credit.

CURRENT CONSIDERATIONS

This item requests approval of proposed revisions to Board Policy 6146.1, High School Graduation Requirements, Exhibit A. Proposed additions to the board policy appear in bold; deletions are struck through.

FINANCIAL IMPLICATIONS

There are no financial implications to this agenda item.

STAFF RECOMMENDATION

It is recommended the Board approve revised Board Policy 6146.1, High School Graduation Requirements, Exhibit A.

DISCUSSION/
ACTION

HIGH SCHOOL GRADUATION REQUIREMENTS

The state of California has established high school graduation requirements for all students. The state's prescribed course of study for students in Grades 9-12 to receive a diploma is listed in the table below (Education Code 51225.3). The Governing Board of the District has adopted graduation requirements for all students which exceed the requirements of the state of California. (Note: 10 credits equal 1 full-year course, and 5 credits equal 1 semester course.)

	CA	2009-11	2012	Serra	Adult Ed	2007/08 CUSD/ Serra/ Adult Ed.
Subject	Credit	Credit	Credit	Credit	Credit	Credit
English	30	40	40	40	40/40/40	40/40/40
Mathematics	20	20 with Algebra	20 with Algebra	20 with Algebra	20-with Algebra	20/20/20 with Algebra
Science	20	20	20	20	20	20/20/20
Social Studies	30	30	30	30	30	30/30/30
Visual or Performing Arts, or Foreign Language	10	10	10	10	10	10/10/10
Health		5	5	5	5	5/5/5
College and Career Planning			5	5		
Physical Education	20*	20	20	20	20	20/20/0
Electives	**	75	70	45	65	75/45/65
High School Exit Examination		Must Pass to Graduate	Must Pass to Graduate	Must Pass to Graduate	Must Pass to Graduate	Must Pass to Graduate
TOTAL	130	220	220	190	190	220/190/ 190

* E. C. 51240 requires all students in Grade 9 to reach the Healthy Fitness Zone in 5 of 6 measures on the California Fitness Test. Failure to do so adds 20 additional credits in Physical Education as a condition of graduation.

* Such other coursework as the governing board of the school district may, by rule, specify.

The Governing Board authorizes the granting of a high school diploma to any pupil who has completed the prescribed course of study for any of the following schools: (1) traditional high school, (2) continuation high school, and/or (3) adult school.

1. Requirements for Graduation/Traditional High School

General Conditions

- a. High school graduation is conditional upon the successful completion of the required course of study totaling a minimum of 220 semester units of work.
- b. To receive a high school diploma from the Capistrano Unified School District, in addition to 1(a), students must pass the California High School Exit Examination.
- c. To receive a high school diploma from CUSD, students must maintain a satisfactory program of continued education and attend a total of eight semesters in Grades 9-12, unless application for early graduation is filed one semester in advance.

A traditional high school program includes successful completion of the following credits (recommended grade level in parentheses):

5 of Reading Skills Development (9) - students who **score at or above grade level on the approved district reading assessment** ~~achieve a RIT score of 228 on the CORE Level Test in reading~~ are exempt from the graduation requirement to take a course in reading during Grade 9. ~~Students with a 219 RIT score are required to complete a full-year reading course to become successful in high school content course work.~~

40 of English

30 of Social Science, including:

10 World History (10)

10 U.S. History (11)

5 American Government (12)

5 Economics (12)

20 Mathematics (9-11) (Includes Algebra I, or Algebra IA/IB or Applied Mathematics I/II)

20 Science, including both biological and physical sciences (9-11)

10 Fine Arts or Foreign Language (9-11)

20 Physical Education (9-11)

5 Health (9)

5 College and Career Planning (9)

Electives needed to complete a total of 220 semester units.

The Superintendent or designee shall establish regulations under which the District may grant credits toward graduation for college courses and private instruction attended by District students.

The Superintendent or his designee may grant physical education credit for independent study programs. Specifically, only individual sports with national competitive rankings are eligible for consideration under this provision.

The Superintendent or designee may grant physical education credit for participation in District interscholastic athletic programs when a student has been exempted from physical

education classes because of this participation and when such participation entails a comparable amount of time and physical activity.

Students using interscholastic athletics participation to fulfill physical education requirements may be graded on this participation, provided that a teacher credentialed to teach physical education supervises this participation and assigns the grade.

2. Transfers

To participate in a graduation ceremony and receive a diploma from a CUSD comprehensive high school, a student must be enrolled prior to the first day of the spring semester. These students must successfully complete 25 CUSD credits. Students who transfer in the fall semester of their senior year must successfully complete 50 CUSD credits.

a. Reciprocity on Graduation Requirements

Students in Grades 9-12 transferring to this District from schools outside of California must meet CUSD's graduation requirements, including CAHSEE, in order to receive a high school diploma.

b. Transfer credits are accepted from accredited institutions only.

c. Courses from the transferring district which are designated as honors courses will not receive honors credit if there is not a corresponding CUSD course of the same title with the same description.

d. Courses designated as Advanced Placement from accredited transferring districts will receive additional weighted credit, which will be computed using the following numerical value: A = 5, B = 4, C = 3, D = 1, and F = 0.

3. Requirements for Graduation/Continuation School

a. General Conditions

The Governing Board shall grant a diploma of continuation high school graduation to any pupil upon completion of the prescribed course of study including satisfactory completion of a minimum of 190 semester credits of classroom instruction and supervised learning.

b. Basic Requirements

- (1) The specific subject requirements for a continuation high school diploma are identical to those required of the traditional high school. In addition to

the specific subject requirements, electives are needed to complete a total of 190 semester credits.

- (2) Students wishing to receive a continuation high school diploma must successfully complete a minimum of five credits at the continuation high school. In the event of extenuating circumstances, the Superintendent or designee, may waive this requirement.

- (3) Requirements for Graduation/Adult School

- a. General Conditions

The Governing Board shall grant a diploma of adult high school graduation to any pupil upon completion of the prescribed course of study, including satisfactory completion of a minimum of 190 semester credits of classroom instruction and supervised learning.

- b. Basic Requirements

- (1) The specific subject requirements for an adult high school diploma are identical to those required of the traditional high school with the exception of physical education courses. Such courses are not required for adult school graduation. In addition to the specific subject requirements, electives are needed to complete a total of 190 semester credits.
- (2) Students wishing to receive an adult school diploma must successfully complete a minimum of five credits at that adult school. In the event of extenuating circumstances, the Superintendent or designee may waive this requirement.

4. SATISFACTORY HIGH SCHOOL CREDIT MAY BE EARNED THROUGH OTHER AVENUES:

- a. Juvenile Court School

The District shall accept for credit any coursework satisfactorily completed by students while detained in a juvenile court school or county or state-operated detention institution. District students who successfully complete District graduation requirements while so detained shall receive a diploma from the school they last attended.

- b. Private Instruction/Internet Learning

At their discretion, the Superintendent or designee may grant credit toward high school graduation for private instruction or Internet Learning, provided that:

- (1) The instruction entails fields and subjects included in the school's courses of study and curricula.
- (2) The student demonstrates his/her capabilities at the beginning and at the end of the period of private instruction **or Internet learning** by examinations given under the school's supervision, thereby showing that the student has made progress in learning satisfactory to the school.
- (3) The Deputy Superintendent, Education, or designee has approved the curriculum and final evaluation instrument used in the private instruction or created by the Internet service provider.
- (4) Credit earned online while the student attends District schools in Grades 9-12 is solely intended for remedial work to make up a grade of "F."
- (5) Credit earned at a private high school while the student attends District schools in Grades 9-12 is limited to a maximum of 10 credits **annually** and may only be granted if the District's summer school does not offer the course.

c. Foreign Language Instruction

The District shall accept for credit foreign language courses successfully completed in a private school or via the Internet, provided that all of the following conditions are met:

- (1) The student or parent/guardian applies in writing for the credit, specifies the private school attended or the pre-approved Internet provider, the amount and level of credit requested, and submits written evidence from the private school showing the student successfully completed the course.
- (2) The number of credits sought equals at least one semester's work.
- (3) The Deputy Superintendent, Education, or designee determines that the student's achievement is equivalent to that expected of a student of comparable ability taking the same or similar instruction in a District school.

Students desiring credit in a world language course or courses through private study or via the Internet may do so if the target language is not offered at the student's home school.

d. College Courses

- (1) The individual may complete his/her high school education by attending an accredited college.
- (2) The District maintains a cooperative agreement with Saddleback College—the Concurrent College Studies Program. Under the auspices of the program, a student may enroll in one Saddleback College course per semester. Courses under this program receive high school credit as well as college credit. College courses may not be taken if the course is offered at the student's home campus. Graduation requirements, with the exception of electives, may not be taken under this program.
- (3) College courses will be equated to high school credits on the following basis: each semester unit of college credit is equal to three and one-third high school credits.
- (4) The student receives the same letter grade for the high school credit as is granted by the college. No additional grade point will be added if a student earns an "A" or "B" grade.

5. High School Equivalency/CHSPE

The Governing Board desires that every student have the opportunity to earn a high school diploma through successful completion of class work and Board-approved competency tests.

The Governing Board, however, recognizes that the California Legislature has provided two alternatives to the high school diploma: the General Educational Development Certificate for individuals 18 or older, and the California High School Competency Certificate for persons 16 or older or who have been in the tenth grade for a year or who are currently enrolled in the final semester of tenth grade. These certificates may be granted by the California Department of Education (CDE) to individuals who pass performance tests established by the Department.

The principal of each school maintaining tenth, eleventh, and/or twelfth grades shall distribute to each student in those grades an announcement explaining the California High School Proficiency Examination as provided under Education Code 48412. When announcements from the CDE or its contractor are received, this information shall be distributed early enough to enable interested students to register for the test.

Any person 16 or older or who has been in the tenth grade for a year or who is currently enrolled in the final semester of tenth grade may apply to have his/her proficiency in basic skills verified by examination according to criteria established by the CDE.

Any person 18 or older may take the General Educational Development Test (GED) given by the CDE in order to receive the High School Equivalency Certificate.

6. California High School Exit Examination (CAHSEE)
 - a. The Superintendent or designee shall provide notification to the parent or guardian of the pupil that each pupil completing the 12th grade will be required to successfully pass the California High School Exit Examination.
 - b. Each pupil shall take the CAHSEE commencing in March of the tenth grade and may take it each time the District offers the CAHSEE until all sections of the examination have been passed.
 - c. The Superintendent or designee shall provide remedial instruction for any student who does not demonstrate adequate progress toward passing the CAHSEE or fails to pass any section of the CAHSEE. This instruction may be provided before, during, or after school, during weekend sessions, or in summer school, and shall continue until the student has passed the CAHSEE or ceases to be enrolled in the district. Participation in remedial summer school instruction is required before a pupil may enroll in any enrichment component offered in summer school.
7. Graduation Ceremonies
 - a. The Governing Board does not permit nor recognize any graduation ceremony for CUSD students other than the ceremonies attached to graduation from high school (Grade 12); continuation school (Grade 12); or Adult/Community Education (Grade 12).
 - b. Students may participate in the graduation ceremony if:
 - (1) They qualify for a diploma by earning 220 credits, meeting all graduation requirements, and passing the CAHSEE, or
 - (2) They qualify for a Certificate of Achievement by earning 220 credits and meeting all graduation requirements except for passing the CAHSEE. Students must complete intervention classes and attempt to pass the CAHSEE after 10th grade unless otherwise indicated by an IEP.

Legal Reference:

EDUCATION CODE

37252 Summer school instructional programs

35160 Authority of governing boards

35160.1 Broad authority of school districts

35160.5 Extracurricular and cocurricular activities, differential standards

8645.5 Course credit re juvenile court schools

48400-48403 Persons subject to compulsory continuation education

48410 Persons exempt from continuation classes

48412 Certificate of Proficiency; examination fees

48413 Enrollment in continuation classes

48414 *Reenrollment in district*
48430 *Continuation education schools and classes*
48431.6 *Review and counseling of academic progress at age 16 or 10th grade*
48800-48803 *Attendance at community college; advanced education*
51220 *Areas of study; grades 7-12*
51224 *Skills and knowledge required for adult life*
51225.3 *Requirements for graduation*
51225.4 *Elementary school certification of sufficient preparation for high school*
51226 *Board review of curriculum every three years; model standards*
51240-51246 *Exemptions from requirements*
51242 *Exemption from physical education for athletic program participants*
51243-51245 *Credit for foreign language private school studies*
51260-51269 *Drug education*
51400-51442 *Diplomas and certificates*
51740 *Authority to provide instruction by correspondence*
52508 *Diplomas or certificates (adult school)*
52510 *Requirements for eighth grade graduation (adult school)*
56000 *Education of individuals with exceptional needs*
56341 *Individualized education program team*
56345 *Elements of the IEP*
60850 *High School exit examination*
60851 *Successful completion of test for graduation*
60852 *Deferment of examination requirement for certain students*
60853 *Preparation of students for examination*

VEHICLE CODE

12507 *Driver education*

CODE OF REGULATIONS, TITLE 5

1600-1651 *Graduation of pupils from Grade 12 and credit toward graduation*
1630 *Credit for college courses*
1631 *Credit for private instruction*
1632 *Credit for private school foreign language instruction*
1633 *Credit for correspondence instruction*
1634 *Credit to present or past member of the armed services*
3069 *Graduation*
11520 *Definitions*
11521 *Placement on pupil transcript*
11522 *Requirements for exemption from school attendance form*
11523 *Requirement to make examination announcements*
11530 *High School Equivalency Certificate*

adopted: February 8, 1999
revised: June 12, 2000
revised: June 24, 2002
revised: August 19, 2002
revised: September 11, 2006
revised: April 21, 2008

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: Ellen M. Addonizio, President
and Members,
Board of Trustees, Capistrano Unified school District

FROM: A. Woodrow Carter Superintendent

SUBJECT: **APPROVAL: BOARD POLICY 6159, INDIVIDUALIZED
EDUCATION PROGRAM**

BACKGROUND INFORMATION

Board Policy 6159 outlines the process for developing Individualized Education Programs for students receiving special education services.

CURRENT CONSIDERATIONS

This agenda item requests Board approval of revisions to Board Policy 6159, Individualized Education Program, to provide educational alternatives that afford students with disabilities full educational opportunities. Students with disabilities shall receive a free appropriate public education and be placed in the least restrictive environment which meets their needs to the extent provided by law. The proposed amendments to the board policy appear in bold, deletions are struck through (Exhibit A.)

FINANCIAL IMPLICATIONS

There are no financial implications to this agenda item.

STAFF RECOMMENDATION

It is recommended the Board approve revised Board Policy 6159, Individualized Education Program, Exhibit A.

DISCUSSION/
ACTION

INDIVIDUALIZED EDUCATION PROGRAM (DRAFT)

~~Disabled children may be able to share an interactive environment with non disabled peers which nurtures understanding, cooperation and mutual respect. Placement outside of a regular class in the student's attendance area should be considered when the regular classroom environment and/or program does not provide an appropriate placement.~~

~~Upon the identification of a student's exceptional need(s), the Superintendent or designee shall appoint an Individualized Educational Program (IEP) team to consider those needs, determine the content of the student's IEP, and make placement decisions for the least restrictive appropriate environment. Typically, these teams are established at the student's assigned public school.~~

The Governing Board desires to provide educational alternatives that afford students with disabilities full educational opportunities. Students with disabilities shall receive a free appropriate public education and be placed in the least restrictive environment which meets their needs to the extent provided by law.

The Superintendent or designee shall develop administrative regulations regarding the appointment of the individualized education program (IEP) team, the contents of the IEP, and the development, review, and revision of the IEP.

To the extent permitted by federal law, a foster parent shall have the same rights relative to his/her foster child's IEP as a parent/guardian. (Education Code 56055)

~~Each IEP shall be consistent with the curriculum and course of study pursued in the regular education program. Students with exceptional needs should also receive instruction which fosters their independence and integration into the community.~~

~~Students and parents/guardians shall have the right to approve the student's placement in a special education program, and written parental consent shall be obtained before any such placement is made, unless a due process hearing officer authorizes the placement or the alternative educational placement is a result of discipline. Once an IEP team has determined an appropriate placement with the parent/guardian's approval, that placement remains in effect unless the parties agree otherwise or a due process hearing officer so orders. Students and parents/guardians also shall have the right to participate in the development of the IEP.~~

~~A special education or regular education teacher may request a review of the classroom assignment of an individual with exceptional needs in accordance with procedures set forth in administrative regulations. Additional Board Policies addressing the IEP process are BP 6164.4, Special Education for Individuals with Disabilities, and BP 5153, Identification of Individuals with Disabilities.~~

cf. 0430 - Comprehensive Local Plan for Special Education)
(cf. 1312.3 - Uniform Complaint Procedures)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

(cf. 3541.2 - Transportation for Students with Disabilities)
 (cf. 4112.23 - Special Education Staff)
 (cf. 5152.1 - Suspension and Expulsion/Due Process (Students with Disabilities))
~~(cf. 5153 — Identification of Individuals with Disabilities)~~
 (cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)
 (cf. 6159.1 - Procedural Safeguards and Complaints)
 (cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)
 (cf. 6159.3 - Appointment of Surrogate Parent)
 (cf. 6164.4 - Identification of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)

Legal Reference:

EDUCATION CODE

51225.3 Requirements for high school graduation and diploma

~~59195.8 Adoption of policies~~

56055 Rights of foster parents pertaining to foster child's education

56136 Guidelines for low incidence disabilities areas

56195.8 Adoption of policies

56321 Development or revision of IEP

56321.5 Notice to include right to electronically record

56340.1-56347 Instructional planning and individualized education program

56350-56352 IEP for visually impaired students

56380 IEP reviews; notice of right to request

56390-56392 Certificate of completion, special education

56500-56509 Procedural safeguards

60640-60649 Standardized Testing and Reporting Program

60850 High school exit examination, students with disabilities

60852.3 High school exit examination, exemption for the class of 2006

FAMILY CODE

6500-6502 Age of majority

GOVERNMENT CODE

7572.5 Seriously emotionally disturbed child, expanded IEP team

WELFARE AND INSTITUTIONS CODE

300 Children subject to jurisdiction

601 Minors habitually disobedient

602 Minors violating law defined as crime

CODE OF REGULATIONS, TITLE 5

~~3022 Assessment Plan~~

~~3023 Assessment~~

~~3024 Transfer~~

~~3040 Individualized education program implementation~~

~~3043 Extended school year~~

INDIVIDUALIZED EDUCATION PROGRAM (continued)

~~3068 Review of individualized education program~~

853-853.5 Standardized Testing and Reporting Program, accommodations

1215.5-1218 High School Exit Examination, accommodations for students with disabilities

3021-3029 Identification, referral and assessment

3040-3043 Instructional planning and the individualized education program

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400 et seq.-1482 Individuals with Disabilities Education Act

CODE OF FEDERAL REGULATIONS, TITLE 34

300.1-300.818 Individuals with Disabilities Education Act

~~300.340-349 Individualized education program~~

~~300.503 Independent educational assessment~~

~~300.533 Placement procedures~~

~~300.550-300.553 Least restrictive environment, alternative placements; placement; nonacademic settings~~

ATTORNEY GENERAL OPINIONS

85 Ops.Cal.Atty.Gen. 157 (2002)

COURT DECISIONS

Schaffer v. Weast (2005) 125 S. Ct. 528

Shapiro v. Paradise Valley Unified School District, No. 69 (9th Circuit, 2003) 317 F.3d 1072

Sacramento City School District v. Rachel H. (9th Cir. 1994) 14 F.3d 1398

Management Resources:

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office of Special Education and Rehabilitative Services:

<http://www.ed.gov/about/offices/list/osep>

(3/03 11/03) 3/06

CAPISTRANO UNIFIED SCHOOL DISTRICT

Policy adopted: February 8, 1999

San Juan Capistrano, California

Revised:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: Ellen M. Addonizio, President
and Members,
Board of Trustees, Capistrano Unified School District

FROM: A. Woodrow Carter, Superintendent

SUBJECT: **APPROVAL: BOARD POLICY 6171, TITLE 1 PROGRAMS**

BACKGROUND INFORMATION

As part of the preparation for the CDE Categorical Program Monitoring in June 2008, CUSD staff updated board policies to ensure compliance with current regulations.

Board Policy 6171, Title 1 Programs, required extensive revision, since the last time this policy was updated was prior to the passage of the No Child Left Behind (NCLB) law. A completely new board policy was created, based on GAMUT samples and consultation with CDE staff. When the revised Board Policy was presented to the Curricula Committee in May 27, 2008, trustees suggested changes which have been incorporated into the revised policy presented as Exhibit A.

CURRENT CONSIDERATIONS

This agenda item presents the revised Board Policy 6171, Title 1 Programs, Exhibit A. A copy of the original Board Policy is provided for Trustee reference, Exhibit B.

FINANCIAL IMPLICATIONS

There are no financial implications to this item.

STAFF RECOMMENDATIONS

It is recommended the Board approve revised Board Policy 6171, Title 1 Programs, Exhibit A.

DISCUSSION/
ACTION

Title I Programs

In order to improve the academic achievement of students from economically disadvantaged families, the district shall use federal Title I funds to provide supplementary services that reinforce the core curriculum and assist students in attaining proficiency on state academic standards and assessments.

(cf. 6162.5 - Student Assessment)

(cf. 6162.52 - High School Exit Examination)

The Superintendent or designee shall provide technical assistance and support to any school participating in the Title I program, including consultation in the development and implementation of school plans and activities. (20 USC 6312)

The district and each school receiving Title I funds shall develop a written parent involvement policy in accordance with 20 USC 6318.

Local Educational Agency Plan

The Superintendent or designee shall consult with teachers, principals, administrators, other appropriate school personnel, and parents/guardians of participating students in the development, periodic review, and, as necessary, the revision of a local educational agency (LEA) plan. The plan and any revisions shall be submitted to the Governing Board for approval.

The plan shall address the components specified in 20 USC 6312, which describe the assessments, strategies, and services the district will use to help low-achieving students meet challenging academic standards.

The initial plan shall be submitted to the California Department of Education (CDE) and approved by the State Board of Education. Subsequent revisions of the plan shall be kept on file in the district.

Comparability of Services

State and local funds used in schools receiving Title I funds shall provide services that, taken as a whole, are ~~at least~~ comparable to services in schools that are not receiving Title I funds or, if all district schools are receiving Title I funds, that are substantially comparable in each school. Comparability may be determined on a school-by-school basis or by grade span.

To demonstrate comparability of services among district schools:

1. The Board shall ~~adopt and implement a~~ the districtwide salary schedule as approved by the bargaining unit.
2. The ratio of students to teachers, administrators, and other staff at each Title I school shall not exceed 110 percent of the average ratio across non-Title I schools.
3. Salary expenditures at each Title I school shall be no less than 90 percent of the average salary expenditure across non-Title I schools.
4. All district schools shall be provided with the same level of base funding per student for curriculum and instructional materials. Title I schools shall receive the same level of base funding as non-Title I schools for curriculum and instructional materials.
5. The Superintendent or designee shall maintain records of the quantity and quality of instructional materials and equipment at each school.

In determining comparability, the district shall not include staff salary differentials for years of employment. The district also may exclude unpredictable changes in student enrollment or personnel assignments that occur after the beginning of the school year, state and local funds expended for language instruction educational programs, state and local funds expended for the excess costs of providing services to disabled students, and supplemental state or local funds expended in any school attendance area or school for programs that specifically meet the intent and purposes of Title I. (20 USC 6321)

At the beginning of each school year, the Superintendent or designee shall measure comparability in accordance with the above criteria and maintain records documenting the district's compliance. If any instances of noncomparability are identified, the Superintendent or designee shall promptly implement adjustments as needed to ensure comparability.

Program Evaluation

The Board shall use state assessment results and other available measures or indicators to annually determine whether each participating school is making adequate yearly progress toward ensuring that all students meet the state's proficient level of achievement on state assessments.

Legal references next page

Title 1 Programs

BP 6171(c)

Legal Reference:

EDUCATION CODE

11503 Parent involvement programs in Title I schools

52055.57 Districts identified or at risk of identification for program improvement

54020-54028 Economic Impact Aid

54420-54425 State Compensatory Education

64001 Single plan for student achievement, consolidated application programs

UNITED STATES CODE, TITLE 20

6301 Program purpose

6311-6322 Improving basic programs for disadvantaged students, including:

6312 Local educational agency plan

6313 Eligibility of schools and school attendance areas; funding allocation

6314 Title I schoolwide programs

6315 Targeted assistance schools

6316 School improvement

6318 Parent involvement

6320 Participation of private school students

6321 Comparability of services

7881 Participation of private school students

Policy adopted: February 8, 1999
Revised:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

EXHIBIT A
(3 of 3)

TITLE I PROGRAMS

The Title I program provides federal funds to schools that serve a high percentage of economically disadvantaged students in need of additional academic services. These schools provide students with supplementary programs and materials designed to instruct them in the District's core curriculum and improve their achievement in basic and advanced skills. The District shall provide these services, including remediation in reading, language and/or mathematics, on the basis of individual student needs identified annually and assessed with objective educational criteria.

When evaluating the effectiveness of Title I programs, staff shall assess individual student achievements and determine whether these students' improved performance has continued over a period of more than 12 months. Services shall be modified for students who do not make substantial progress.

(cf. 6190 - Evaluation of the Instructional Program)

(cf. 6191 - Criteria for Evaluation of Consolidated Programs)

The parents/guardians of children enrolled in Title I programs shall be involved in planning, designing and implementing these programs in a systematic, ongoing, informed, and timely fashion. They shall have regular opportunities to make recommendations on the educational needs of their children and on ways in which they can help their children benefit from the programs. All such recommendations shall receive timely responses.

Through consultation with parents/guardians, the District shall annually assess the effectiveness of parental involvement programs and determine what action, if any, needs to be taken to increase parental participation.

Comparability in Instruction

The Superintendent or designee shall establish procedures which ensure that the District provides all District schools with the same level of base funding per student for staff services, curriculum materials, and instructional supplies. At the beginning of each school year, the ratio of students to teachers and auxiliary staff shall vary as little as possible from school to school. The Superintendent or designee shall maintain annual records to document this ratio and to indicate the quantity and quality of books and equipment at each school.

TITLE I PROGRAMS (continued)

Legal Reference:

EDUCATION CODE

11500-11506 Programs to Encourage Parental Involvement

UNITED STATES CODE, TITLE 20

6301-6514 Title I programs

8851-8857 Coordination of programs, consolidated state and local plans and applications

Management Resources:

CDE LEGAL ADVISORY

0125.90 Procedures for requesting guidance from the U.S. Department of Education

CDE PROGRAM ADVISORIES

0620.90 Use of categorical funds for motivation incentives

0626.87 Use of Title I-funded personnel in conducting quality program reviews

06271.90 School-based Program Coordination Act

09211.90 Implementing class size reduction under the Morgan-Hart Class Size Reduction Act of 1989

0928.90 Guidelines for the development of policies on parent involvement

1107.89 Implementation of new procedures for noncompliance

Policy
adopted: February 8, 1999

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: Ellen Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: A. Woodrow Carter, Superintendent

SUBJECT: **VOLUNTEER UPDATE**

BACKGROUND INFORMATION

The CUSD Board of Trustees updated Board Policy 1240, Volunteer Assistance, on April 21, 2008. Included in the update is the establishment of procedures to protect the safety of students and adults, ensuring that all volunteers who work directly with students on a regular basis have tuberculosis testing and an appropriate criminal record check.

CURRENT CONSIDERATIONS

The purpose of this agenda item is to update the Trustees with information relative to the implementation of Board Policy 1240 which went into effect on December 1, 2008. To date, we have approved 6672 volunteers who have undergone fingerprint screening through the Department of Justice and tuberculosis testing.

FINANCIAL IMPLICATIONS

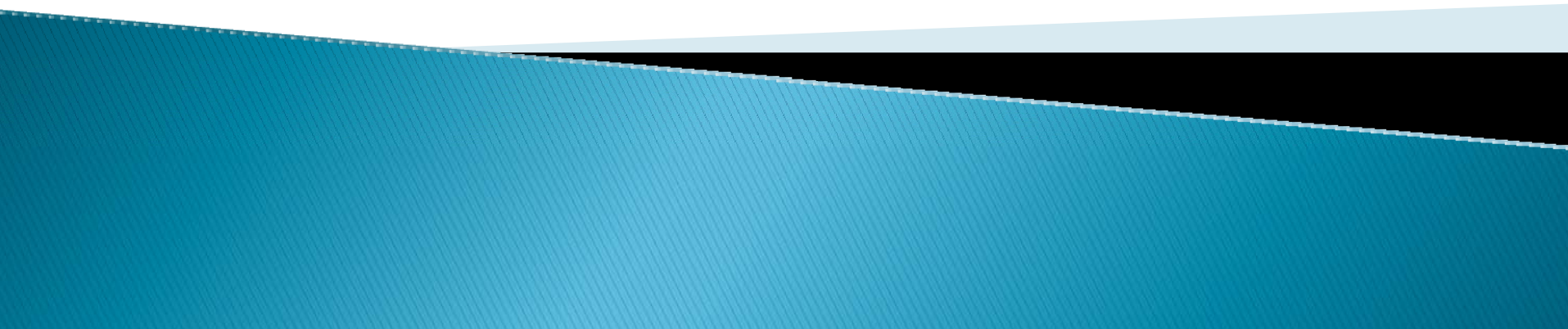
There are no financial implications to this item.

STAFF RECOMMENDATION

It is respectfully requested that the Board President recognize Superintendent Carter who will introduce Julie Hatchel, Chief Communications Officer, to provide a presentation on this item.

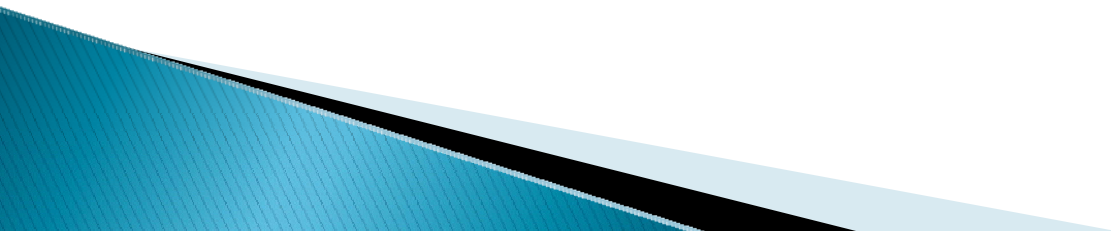
CUSD Volunteer Policy Update

January 12, 2009



Volunteer Policy

Sibling Policy



Volunteer Policy

History of Implementation

- Major District Objective (MDO) – 2007

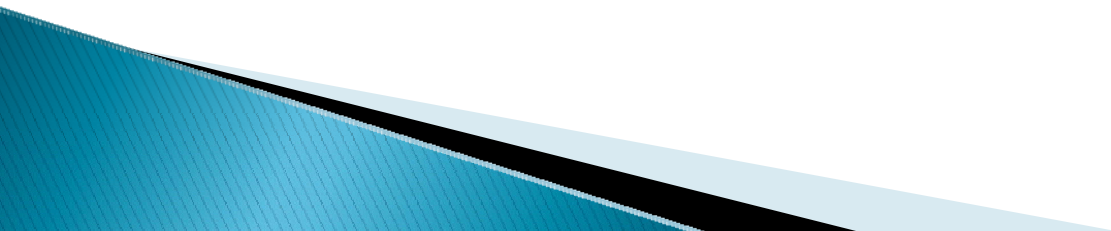
Provide a safe, orderly, clean and healthy environment at each school site .

- Adoption of BP 1240

Volunteer Assistance – establishment of procedures to protect the safety of students and adults, ensuring that all volunteers who work directly with students on a regular basis have tuberculosis testing and an appropriate criminal record check.

- Implementation December 1, 2008
- 

Volunteer Definition

- *A parent, community member or other adult who assists at a school site or program on a regular or semi-regular basis.*
 - *Those who help on a one-time basis transporting or working with children without the direct oversight of certificated staff.*
 - *Parents who observe or visit their child at school on a regular basis for more than 15 minutes each time.*
- 

Volunteer Requirements

All ongoing volunteers are required to:

- Sign In/Out at the school office
- Display Volunteer Badge
 - Sign Volunteer Application Form/Handbook
 - Receive clearance through the DOJ
 - Submit appropriate TB screening

How Does CUSD Compare?

Data Collected From OC Register September 26, 2008

DISTRICT	FINGERPRINT	SEX OFFENDER	TB
Anaheim City	1:1 Tutoring	No	1:1 Tutoring
Anaheim Union	Yes	No	Yes
Brea-Olinda Union	No	Yes	Some
Buena Park	No	Yes	No
Capistrano USD	Yes	Yes	Yes
Centralia	Some (long-term)	No	Some (long-term)
Cypress	No	Yes	Some (regular work)
Fountain Valley	No	Yes	Yes

Continued...

DISTRICT	FINGERPRINT	SEX OFFENDER	TB
Fullerton	Some (overnight)	No	No
Garden Grove	Some (extracurricular)	Yes	Yes
Huntington Beach	No	No	Yes
Irvine	No	Yes	No
Laguna Beach	Yes	No	Yes
Newport Mesa	Some (regular contact)	Optional (limited cont.)	Yes
Ocean View	No	Encouraged	Yes
Orange	Most (5+ hours/week)	Some	Most
Placentia	Some (PTA Exempt)	No	Some
Saddleback Valley	Most (regular contact)	Yes	Most

Show Me the Numbers

As of 12/17/08 – numbers are fluid and data was compiled by schools

SCHOOL VOLUNTEERS

Ambuehl	154
Arroyo Vista	160
Don Juan Avila ES	132
Barcelona	97
Bathgate	180
Benedict	200
Bergeson	133
Canyon Vista	242
Castille	161
Chaparral	373
Concordia	152
Crown Valley	97
RH Dana	4
RH Dana ENF	16
Del Obispo	70
Carl Hankey	81
Hidden Hills	57

SCHOOL VOLUNTEERS

Kinoshita	20
Ladera Ranch ES	245
Laguna Niguel	205
Las Flores ES	158
Las Palmas	107
Lobo	78
Malcolm	205
Marblehead	150
Moulton	230
Oak Grove	148
Oso Grande	235
Palisades	105
**Reilly	172
San Juan	155
**Tijeras Creek	218
Viejo	32
Vista del Mar ES	289

School Data Continued...

SCHOOL	VOLUNTEERS	SCHOOL	VOLUNTEERS
Wagon Wheel	172	Niguel Hills MS	165
George White	229	**Shorecliffs MS	11
Wood Canyon	141	**Vista del Mar MS	9
Aliso Viejo MS	19	**ANHS	12
Don Juan Avila MS	34	**CVHS	35
Bernice Ayer MS	23	**DHHS	91
Marco Forster MS	22	SCHS	38
Ladera Ranch MS	10	SJHHS	40
Las Flores MS	92	THS	36
Newhart MS	24		

Total Volunteers Processed as of 1/9/09 6802

Pending 182

BOLD

indicates growth in volunteers since 07-08

**

indicates decrease in volunteers since 07-08

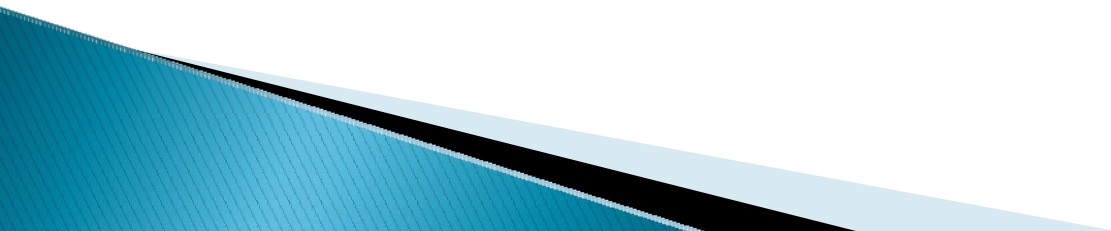
Sibling Policy

Based on CA Ed. Code Chapter 1.5 – Parent Involvement

Volunteers work with the approval and under the direct supervision of the teacher.

CUSD Volunteer Handbook

As a general rule, younger siblings should not accompany parent volunteers to school when they are volunteering. Pre-schoolers and younger siblings can be a distraction to students, staff, and parent volunteers in the classroom. Additionally, younger siblings need to be supervised carefully for their own safety in the school environment. Some of the equipment that is used by volunteers should not be accessible and is not safe for pre-schoolers (laminating machines, paper cutters, scissors, staplers, copy machines, etc.).



School Data

NO

Ambuehl
Bathgate
Bergeson
Chaparral
Crown Valley
CVHS
Del Obispo
Kinoshita
Las Flores
Oso Grande
Palisades
Reilly
RH Dana
Vista del Mar

YES

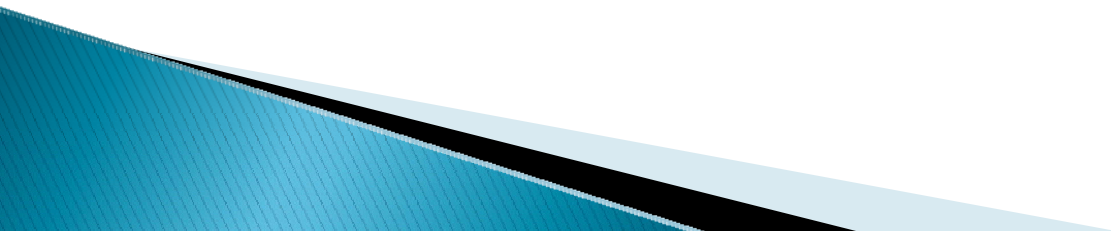
Las Flores MS
Niguel Hills MS
Shorecliffs MS

QUALIFIED

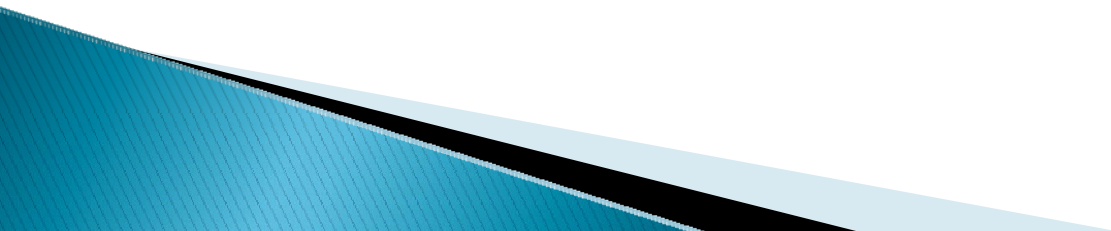
(Teacher approval or workroom only)

Barcelona
Benedict
Castille
Concordia
Hidden Hills
Moulton
Oak Grove
San Juan
Wood Canyon

General Comments

- Comments are varied from both staff and parents.
 - While staff commented that it was a lot of work initially, they seem to have the process moving smoothly.
 - Deterrent for some of our families who do not want to undergo DOJ check (privacy, citizenship, cost, etc.).
 - Schools noted success with providing on-site clinics for fingerprint/TB testing.
 - Some schools provided PTA/SSC/Title I financial scholarships/assistance.
 - Many commented that they appreciate the systems in place.
 - Secondary schools noted more difficulty in recruiting volunteers due to policy.
- 

Possible Refinements

- Consider necessity of TB renewal.
 - Provide clear guidance regarding types of volunteers who need fingerprinting (supervised vs. unsupervised contact).
 - Include fingerprint information in kindergarten packets.
 - Offer fingerprint/TB clinics periodically at Ed. Center.
 - Work with PTA/SSC to develop parent compacts for financial assistance.
 - OTHER???
- 

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: Ellen M. Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: A. Woodrow Carter, Superintendent

SUBJECT: RESOLUTION NO. 0809-42, ROLE OF THE BOARD: POWERS AND RESPONSIBILITIES

Under Board Policy, Trustees shall readopt, in resolution form, the Board Policy on the Role of the Board at its annual reorganization meeting. At the December 8, 2008 Annual Reorganizational Meeting, Trustee Winsten recommended updating this resolution. Deletions have been struck through.

STAFF RECOMMENDATION

Following Trustee review of the changes to this resolution, it is respectfully requested that the Board adopt Resolution No. 0809-42, Exhibit A, reaffirming the statement regarding the general powers and responsibilities of the Board.

DISCUSSION/
ACTION

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 0809-42
ROLE OF THE BOARD: POWERS AND RESPONSIBILITIES

WHEREAS, AS A SCHOOL BOARD MEMBER, I understand and accept as my primary responsibility the goal of providing the opportunity for each student to develop his/her unique abilities to the highest possible level. This goal is sought within the legal and financial framework imposed upon school districts by state and federal legislation. Whenever possible, the welfare of students, therefore, shall be given first priority in any action taken as a Board member; and

WHEREAS, I believe attainment of the goal of assisting each student to develop to his/her highest potential is directly related to the degree of local freedom for decision-making, my second responsibility is to support actively, among other initiatives, state and federal legislation which preserves and promotes local control. In turn, this will better enable my decisions as a Board member to reflect the desire of local school constituents with regard to public education, in general, and specifically within CUSD; and

WHEREAS, I realize I am a member of a policy-making board which speaks as a body and, as such, I have limited authority outside official meetings of the Board. I am aware the success of CUSD's educational programs is dependent, in part, on my ability to work with my fellow Board members in a spirit of harmony and cooperation despite differences of opinion among Trustees. A sense of loyalty to other Trustees and respect for Board decisions voted on by Board majority and cooperatively reached is, therefore, my third consideration in my actions as an individual Trustee; and

WHEREAS, I recognize the need to support and promote the professionalism of all certificated and classified employees of the District since the success of students is directly related to the quality of employee performance. Therefore, my fourth responsibility as a Board member is consideration as an employer of the needs and concerns of employees.

THEREFORE, BE IT RESOLVED, AS A SCHOOL BOARD MEMBER, I will strive to make decisions based upon providing the best educational opportunities for students of Capistrano Unified School District within the guidelines of state and federal legislation, coupled with the expressed views of local citizenry. ~~At the same time, as an individual Board member, my personal feelings and desires will also be considered in the decision-making process.~~

It shall be the responsibility of the Superintendent, in his preparation of the agenda for the annual organizational meeting, to provide for readoption of this resolution by the Board of Trustees.

PASSED AND ADOPTED, on this 12th day of January 2009, by the Governing Board of the Capistrano Unified School District.

Ayes: _____
Noes: _____
Absent: _____

Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: Ellen Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: A. Woodrow Carter, Superintendent

SUBJECT: **APPROVAL OF RESOLUTION NO. 0809-43: OPPOSITION TO
FURTHER EDUCATIONAL FUNDING CUTS FROM THE STATE OF
CALIFORNIA**

BACKGROUND INFORMATION

Capistrano Unified School District receives the majority of its operational funding from the State of California, by way of apportionments from the State's General Fund. For the last several years, the Capistrano Unified School District has experienced declining and deficated funding from the State of California. This reduced funding, in contrast with increases in district enrollment, has required the district to make ongoing cuts totaling over \$28 million during the period of 2006-2009. Additionally, CUSD has also recently identified over \$19 million in additional proposed cuts in order to satisfy AB 1200, which mandates districts must prove financial solvency for the current fiscal year plus two future years.

CURRENT CONSIDERATION

This agenda item pertains to the Board discussion, consideration, and approval of a resolution outlining the Board's opposition to the approval of a State budget which further weakens the District's ability to deliver quality public education. Resolution No. 0809-43 is attached as Exhibit A.

FINANCIAL IMPLICATIONS

There are no direct financial implications related to the adoption of this resolution.

STAFF RECOMMENDATION

It is requested that Board President Addonizio recognize resolution sponsor, Trustee Maddox, who will introduce this item.

Following appropriate discussion, it is recommended that the Board approve and adopt Resolution No. 0809-43, Exhibit A. It is also respectfully requested that upon approval, the Board provide to district administration direction regarding an appropriate method for dissemination of this resolution, and any additional steps which may be necessary.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, CA

RESOLUTION NO. 0809-43

**OPPOSITION TO FURTHER EDUCATIONAL FUNDING CUTS
FROM THE STATE OF CALIFORNIA**

WHEREAS, the Capistrano Unified School District is committed to the belief that children will learn, that children will learn more today than yesterday, and that they will learn more tomorrow than today. The district's commitment to the more than 50,000 students entrusted to its care remains steadfast despite state funding difficulties and other challenges.

WHEREAS, the Governing Board of the Capistrano Unified School District is committed to public education and the delivery of an exceptional academic experience.

WHEREAS, No Child Left Behind and other measures provide accountability on the part of the school district to improve test scores. The Capistrano Unified School District has continued to make academic gains due to the hard work of faculty and support staff.

WHEREAS, the State of California has repeatedly forced the Capistrano Unified School District to make dramatic cuts in spending while maintaining and improving test scores.

WHEREAS, the Capistrano Unified School District, has once again been called upon to make dramatic cuts in spending. The Governing Board of Trustees has been forced to identify over 12 million dollars in additional cuts while being held accountable for the delivery of an exceptional public education.

We the Governing Board of Trustees of the Capistrano Unified School District do hereby proclaim our opposition to further cuts in education spending. We call upon the Governor of California and members of the State Legislature to not approve a budget that further weakens the delivery of public education.

ADOPTED, SIGNED, AND APPROVED this 12th day of January 2009.

Ayes: _____

Noes: _____

Absent: _____

Secretary, Board of Trustees

Approved: Superintendent of Schools
County of Orange

By: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: Ellen Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: A. Woodrow Carter, Superintendent

SUBJECT: **UPDATE OF PROGRESS OF DIVISION OF STATE ARCHITECT
PROJECT LISTING**

BACKGROUND INFORMATION

In a letter received from the Superintendent from the Department of General Services, Division of the State Architect (DSA), DSA requested the district inform the governing board of potential liability of any projects closed, but not certified by DSA, Exhibit A. At the request of the Board, an update was sent to the Board of Trustees on November 21, 2008, on the progress being made to close with certification the District's outstanding applications listed on the Division of State Architect's (DSA) web site.

CURRENT CONSIDERATION

Exhibit A is a copy of the letter from the Department of General Services regarding outstanding projects not certified by Department of State Architect. Exhibit B is an update on the progress being made to close out the outstanding applications.

FINANCIAL IMPLICATIONS

There are no financial implications with this agenda item at this time. There will be a fee to reopen the closed applications to finalize and close them with certification when all documentation is completed.

STAFF RECOMMENDATION

It is respectfully recommended that Board President Ellen Addonizio recognize A. Woodrow Carter, Superintendent, who will then call upon Ron Lebs, Deputy Superintendent, Business and Support Services and John Forney, Director, Construction who will introduce this item and answer any trustee questions.



October 31, 2008

Superintendent A. Carter
Capistrano Unified School District
33122 Valle Rd.
San Juan Capistrano, CA 92675-4706

Dear Superintendent Carter:

The Division of the State Architect (DSA) requests that you inform your governing board members that they may be held personally liable for the failure of educational buildings not certified by DSA. Please have your staff contact DSA to determine which, if any, buildings are not currently certified.

Project certification is evidenced by a letter DSA issues certifying that the building project has been completed in accordance with requirements as to the safety of design and construction pursuant to Education Code §§ 17280-17316 and 81130-81147 (The Field Act).

California Education Code §§ 17315 and 81147 provide that when an educational building is constructed in accordance with approved plans and specifications, and all the proper documents have been filed, and all fees have been paid, then the building will be granted certification that it complies with the requirements of the Field Act.

Project certification is important because it provides a method of documenting that all efforts have been made to ensure the safety of educational building construction. Additionally, failure to obtain project certification can result in some serious and negative consequences: DSA will be unable to approve future proposed construction affecting or utilizing the uncertified construction and, more importantly, governing board members may be held personally liable for projects until certified. The California Education Code (§§ 17371 and 81177) shields members of a school or community college district governing board from personal liability for injury to persons or damages to property resulting from the failure of a educational building as long as the requirements of the *Field Act* are met (i.e., the building is certified).

In an effort to aid school and community college districts in closing all projects with certification, DSA has prepared and published on our website a project certification guide. The guide can be found at:

http://www.documents.dgs.ca.gov/dsa/plan_review_process/Project-Certification-Guide_10-22-08.pdf

Exhibit A
Page 1 of 3

This guide explains methods to determine the certification status of your facilities, outlines the certification process, suggests potential resolutions to circumstances preventing certification, and provides DSA contact information. To further assist school and community college districts, DSA has developed a presentation covering the information contained in the guideline. The attached flyer provides the dates and locations of four scheduled presentations. If you cannot send a representative to one of these presentations, contact your local DSA Office about scheduling a presentation.

The answers to most general questions and the contact information for particular individuals working on specific parts of the closeout process will be included in the guidelines posted on our website. However, if you or your governing board members have particular questions regarding the information contained in this letter, please contact the Regional Manager of your local DSA Regional Office. The Regional Managers are:

Nat Chauhan, San Francisco Bay Area
Dan Levernier, Sacramento
Shaf Ullah, Los Angeles
Craig Rush, San Diego

(510) 622-3109
(916) 323-3013
(213) 897-4092
(858) 674-5413

Sincerely,

A handwritten signature in black ink, appearing to read 'David F. Thorman', followed by a long horizontal flourish line extending to the right.

David F. Thorman, AIA
State Architect

Enclosure

The Division of the State Architect

Presents:

DSA Project Certification Guide

The information provided during this presentation will:

- Assist you in successful project close-outs
- Give you insight on the procedures and concepts that lead to project certification and that
- Promote consistency between DSA regional offices

Come and join us at one of the following locations:

Los Angeles – R.S.V.P. by Monday, 11/10/08

Monday – November 17, 2008 (9am – 12pm)
Cal-Trans Building (Multi-Purpose Room 1.040 A, B & C)
100 South Main Street
Los Angeles, CA 90012

Sacramento – R.S.V.P. by Wednesday, 11/12/08

Tuesday – November 18, 2008 (1pm – 4pm)
Employment Development Department (Auditorium)
722 Capitol Mall
Sacramento, CA 95814

Oakland – R.S.V.P. by Tuesday, 12/9/08

Tuesday – December 16, 2008 (9am – 12pm)
Elihu M. Harris Building (Auditorium)
1515 Clay Street
Oakland, CA 94612

San Diego – R.S.V.P. by Wednesday, 12/10/08

Wednesday – December 17, 2008 (9am – 12pm)
San Diego Unified School District (Eugene Brucker Education Center)
4100 Normal Street
San Diego, CA 92103

For reservations, please contact Ann Marie Sacramento at:
ann-marie.sacramento@dgs.ca.gov or (858) 674-5479.

Copies of the guidelines will not be provided during the presentation. You may obtain a copy of the guidelines from our website at www.dsa.dgs.ca.gov/Pubs/default.htm. Scroll down to **Plan Review Publications** and click on **Project Certification Guide**.

Exhibit A
Page 3 of 3



Construction Board Update: John Forney, Director of Construction is aware of and working with PJHM, Architects, along with DSA to clean up the past history of projects that were “Closed Without Certification”. This process is complex and will take several more months to complete. The Board will be updated as the projects are completed and closed out. The following is a list of projects on the Division of the State Architect (DSA) listing:

Projects Closed Without Certification Status:		
04-101942	Don Juan Avila MS 2-Story Modular Buildings	Closed without certification on 10/21/03.
04-101943	San Clemente HS 2-Story Modular Buildings	Closed without certification on 2/28/08.
04-104520	Newhart MS 2-Story Modular Buildings, restroom building	Closed without certification 11/05/03.
04-104845	Del Obispo ES Modernization	Closed without certification.
04-104935	Niguel Hills MS Modernization	Closed without certification on 5/15/08.
04-104993	Viejo ES Modernization	Closed without certification on 6/13/08.
04-104935	Laguna Niguel ES Restroom Building	Closed without certification on 1/16/08.
04-108442	Newhart MS 2-Story Modular Buildings, Phase 2	Closed without certification.
04-104860	Crown Valley ES Modernization	Closed without certification.
04-108164	Aliso Niguel HS Parking Lot Improvements	Closed without certification.
Current Projects Status: (UPDATED INFORMATION IS IN BOLDED TEXT)		
04-105499	Carl Hankey ES: New covered walkway, alterations to Classrooms, MPR, Administration Building	All documents sent to DSA, certification forthcoming.
04-108531	Carl Hankey K-8 Conversion	Construction complete all close out documents at DSA.
04-108613	Carl Hankey K-8 Relocatables	Closeout documents to DSA 8/13/08.
04-108645	Newhart MS Relocatables	File closed with certification
04-109058	Tesoro High School Shade Structure	File closed with certification
04-108524	Castille ES Relocatable restroom building	Gathering close out documents.
04-108628	SCHS Relocatables - Coaches office	Sent close out paper work package to DSA on 11/24/08

Current Projects Status, cont.		
04-108654	Las Flores Relocatables	Documents sent in on 11/24/08
04-108867	San Juan ES YMCA Relocatable	Documents sent 11/21/08
04-108868	Canyon Vista ES YMCA Relocatable	Documents sent 12/4/08
04-108893	Don Juan Avila Relocatables	Documents sent 11/24/08
04-109616	Las Palmas ES Relocatables	Gathering closeout documents.
04-109617	Ladera Ranch ES YMCA Relocatable	Gathering closeout documents.
04-109919	Newhart MS Relocatable computer lab	Gathering closeout documents
04-108517	San Juan Hills HS Phase 1 – Track and Field	File closed with certification
04-106580	Dana Hills HS Modernization (including fire alarm scope)	All fire alarm work completed. Addendum #B remains to be approved. Once the addendum is approved all docs are ready to submit for certification.
04-107867	San Juan Hills HS– 2-Story Modular Buildings	Under construction
04-107894	San Clemente HS Auxiliary Gym Building	Change Order No. 1 to DSA for review and approval
04-107895	San Clemente HS Pool Building	Construction complete – documents are being compiled
04-108617	San Juan Hills HS Phase 2 – Bleachers, Concession Building, Restroom building	Under construction
04-109512	San Clemente HS Upper Campus Science Lab	Contractor approved – project under construction
04-109544	Capistrano Valley HS Weight Room/Fire Hydrant	Weight room done, ready to close. Fire hydrant just bid, in construction. Construction complete – documents are being compiled
Projects under planning		
04-108515	Aliso Niguel HS 2-Story Modular Buildings	Extension approval to 7/24/09.
04-109529	Carl Hankey Concrete Foundation	Plans approved on hold.
04-106889	Ambuehl ES Modernization	Extension approval expired 7/11/07. Work never done

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: Ellen Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: A. Woodrow Carter, Superintendent

SUBJECT: **RECORDED DEEDS FOR CUSD AND CITY PROPERTIES ADJACENT TO
SERRA HIGH SCHOOL**

BACKGROUND INFORMATION

In 1997, Capistrano Unified School District (CUSD) recorded grant deeds with the Orange County Treasurer-Tax Collectors Office involving Serra High School in San Juan Capistrano and adjacent properties as part of a 1997 executed amendment to the Redevelopment Agency Agreement (RDA) with the City of San Juan Capistrano. The affected properties included the entire block bounded by the streets of Camino Capistrano to the west, La Zanja to the north, El Camino Real to the east and Acjachema to the south (Exhibit A). In the recorded grant deed, the legal description mistakenly describes the metes and bounds of an old parcel map – “Parcel Map 80-853”, and therefore, the new division of the property between CUSD and the City (as intended in the 1997 amendment) was not recorded properly. According to County records, CUSD owns the entire block minus the existing Library property (Parcel 2) in the southeast corner of the block.

Since 1997, the City has made numerous improvements to facilities on what was to be their property (i.e., tennis and basketball courts, and play fields) on the southwest corner of the block. Moreover, the City constructed a new “Head Start” pre-school facility on their intended property – just north of the Library. Also, the City is now exploring the possible expansion of the Library to the west, encroaching on their intended property. Discussions with City staff reveal the need to survey and record the property to establish the proper subdivision boundaries as intended in the amended RDA. Exhibit B illustrates the old parcel map, and the approximate location of the necessary subdivision line – creating a Parcel A to the City and Parcel B to CUSD. Parcel A (City) should include the play courts and fields, the existing “Head Start” facility, and Parcel B (CUSD) should include all Serra High School facilities and the “Stonefield” grass area to the north. It is important to note that “Stonefield” is currently used by the City under a lease agreement.

CURRENT CONSIDERATIONS

This agenda item briefly describes the issues on the mistaken recording of the grant deed, and seeks authorization to partner with the City of San Juan Capistrano in cost sharing to survey and record the property subdivision, as intended in the 1997 amendment of the RDA. A cost estimate of \$2,200 to complete the work was received by the City on January 7, 2009. If approved by the Board of Trustees, CUSD would participate in half of this cost to properly record the subdivision of property with the County.

RECORDED DEEDS FOR CUSD AND CITY PROPERTIES ADJACENT TO SERRA HIGH SCHOOL

January 12, 2009

Page 2

FINANCIAL IMPLICATIONS

This agenda item does not impact the District's General Fund. Funds used to survey and record the subdivision of the property would come from the San Juan Capistrano Redevelopment Agency Fund.

STAFF RECOMMENDATION

It is respectfully requested that the Board President recognize A. Woodrow Carter, Superintendent, who will introduce this agenda item, and then call upon Ron Lebs, Deputy Superintendent, Business and Support Services who will be available to answer any questions by the Board of Trustees. Following discussion, it is recommended that the Board authorize staff to partner with the City of San Juan Capistrano in a 50/50 cost share to survey and record the subdivision of the property as intended in the 1997 amendment of the Redevelopment Agency Agreement with the City.

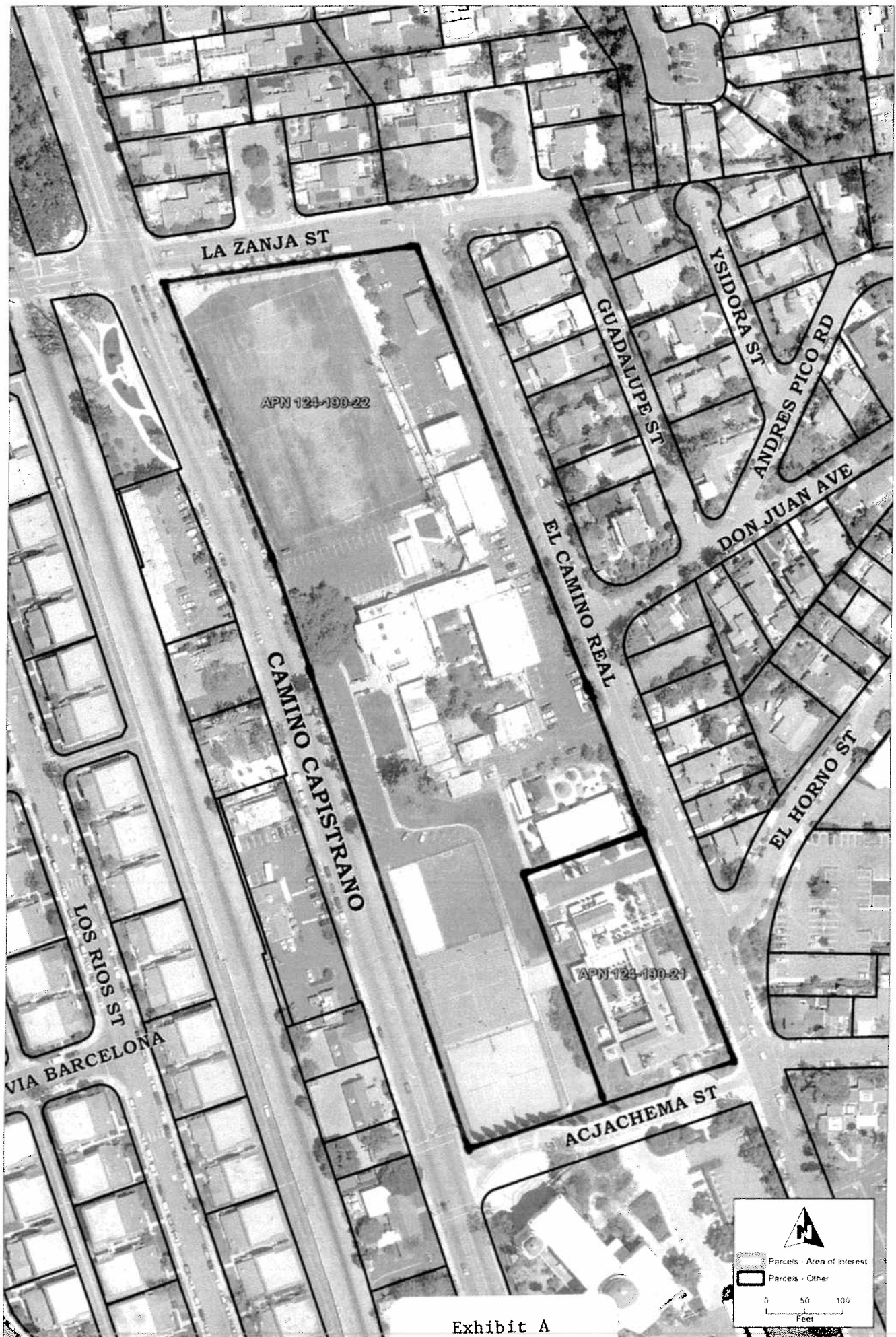


Exhibit A

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

January 12, 2009

TO: Ellen Addonizio, President
and Members
Board of Trustees, Capistrano Unified School District

FROM: A. Woodrow Carter, Superintendent

SUBJECT: **GOVERNOR'S 2009-10 BUDGET PROPOSAL FOR K-12 EDUCATION**

BACKGROUND INFORMATION

On December 31, 2008, the Governor released his State Budget Proposal for 2009-10 more than a week earlier than is required. The deficit at the end of 2009-10 is estimated to be \$41.6 billion unless corrective action is taken. It is the Governor's position that even if all of the special session proposals are enacted by February 1, 2009, the state will still run out of cash by March.

The Governor's budget for education includes midyear reductions for 2008-09 as well as cuts for 2009-10. Also, there is no cost-of-living adjustment proposed to be provided to K-14 education in either year. Since an important part of the Governor's revenue plan continues to be securitization of Lottery funding, the education budget reflects some changes.

CURRENT CONSIDERATION

This agenda item presents for Board information the major proposals for 2008-09 in the Governor's 2009-10 budget as outlined in the *Fiscal Report* published by School Services of California, Inc., Exhibit A.

FINANCIAL IMPLICATIONS

There are no financial implications at this time, this is for information only.

STAFF RECOMMENDATION

It is respectfully requested that Board President Addonizio recognize Ronald N. Lebs, Deputy Superintendent, Business & Support Services, who will review this preliminary budget information and be available to answer Trustee questions.

The FISCAL REPORT 32 informational update

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Volume 29 For Publication Date: January 8, 2009 No. 1
Early Release of Governor's Proposed 2009-10 State Budget

In an unprecedented move, on December 31, 2008, the Governor released his State Budget Proposal for 2009-10 more than a week earlier than the Constitutional requirement. At the press conference, the Director of the Department of Finance, Mike Genest, presented the Budget, stressing that the state faces a "major crisis."

The Constitutional deadline is January 10th, 2009, but the Governor's Administration has been working hard to get the budget out early because of the collapse of state revenues. The deficit at the end of 2009-10 is estimated now to be \$41.6 billion unless corrective action is taken. The Administration's position is that, even if all of the special session proposals are enacted by February 1, 2009, the state will still run out of cash by March.

State Revenues/Overall Budget

The Governor's Budget identifies a \$41.6 billion gap, including a \$2 billion reserve, between expected revenues and workload expenditure requirements by the end of the 2009-10 fiscal year. About three-fourths of the budget gap is a result of the collapse in state revenues (\$14.5 billion in the current year and \$16.3 billion projected for 2009-10), with the balance attributed to higher caseload costs and General Fund costs to backfill for property tax shortfalls. The revenue collapse is rooted in the broader national recession which began in December 2007, but is compounded by California's precipitous drop in home prices and high unemployment rate.

Genest acknowledged that the Budget released today was incomplete and that all of the programmatic details would be issued on January 9, 2009. However, the broad dimensions of the Budget problem as outlined in the press conference would not change. Genest indicated that the Governor chose to release his Budget proposal early in order to secure early action by the Legislature. Delayed action would force more drastic measures in order to capture foregone savings or revenues, according to Genest.

Genest continued to stress the State's impending cash crisis, noting that even if all of the Governor's proposed current year solutions are adopted, there will be insufficient cash to pay all of the State's bills in March. The Governor's Budget warns that the State may have to defer some payments and make other payments with registered warrants. The payment of debt service and repayment of \$5 billion in Revenue Anticipation Notes (RANs) sold in October 2008, however, are expected to be made as scheduled.

The Budget describes the \$41.6 billion in proposed solutions as falling into three broad categories - expenditure reductions which account for 42% of the solutions, higher revenues which account for 35% of the total, and borrowing (Lottery, internal borrowing, and RAWs) which account for 24% of the total.

The Director of Finance also said that the Governor's plan calls for the issuance of a Reimbursement Warrant (RAW) in July 2009, which would allow a portion of the 2008-09 shortfall to be repaid in 2010-11. Genest acknowledged that the condition of the current credit markets make it impossible to issue a RAW today. Moreover, the State would have to have in place a balanced budget and a plausible plan for the repayment of the RAW for it to receive market acceptance, again pressing the Legislature for quick action.

Education Budget

The Governor's Budget for education includes midyear reductions, as expected, for 2008-09 as well as cuts for 2009-10. And, as expected, there is no cost-of-living adjustment proposed to be provided to K-14 education in either year. Further, since an important aspect of the Governor's revenue solution continues to be securitization of Lottery funding, the education budget reflects some changes as a result of that.

2008-09 Budget

The Governor's January proposals include almost all of what has been proposed by the Administration in calling the recent special sessions of the Legislature. The major proposals for 2008-09 in the Governor's 2009-10 Budget are as follows:

- Elimination of the .68% cost of living adjustment (COLA) for K-14 education

- Further reduction of K-12 revenue limits of \$1.6 billion, estimated to be 4.5%

- Higher General Fund expenditures of \$430 million to backfill K-12 property tax shortfalls

- Acknowledgement of \$4 million shortfall in community college property taxes, expected to be backfilled by additional fee revenues and oil and mineral revenues

- Reduction of \$42 million and \$108 million prior year savings in CalWORKs Stage 2 and Stage 3 funding due to reduced caseload

- Workload savings of \$55 million in General Child Care and Preschool programs

- Allocation of \$619 million directly to local education agencies in Public Transportation Account and Mass Transportation Fund revenues for K-12 home-to-school transportation programs

- Savings of \$55.5 million from unappropriated funds from various programs

In recognition of the state's continuing cash management issues, the Governor's Budget proposes additional deferrals of cash payments to education as follows:

- \$2.6 billion in K-12 apportionment and K-3 Class Size Reduction (CSR) payments from April 2009 to July 2009 (already deferred from February as part of the enacted 2008-09 State Budget)

- \$230 million in community college apportionments from January and February 2009 to July 2009

