

Regular Meeting
CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

33122 Valle Road
San Juan Capistrano, CA 92675

Teleconferencing of Meeting
from
33122 Valle Road
San Juan Capistrano, CA 92675
to
22331 Grant Ave.
Ogden, Utah

June 22, 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 Lopez-Maddox, Member
Sue Palazzo, Member

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CLOSED SESSION COMMENTS

CLOSED SESSION

5:30 p.m.

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

CVHS Aquatics – CIF Champions
CVHS Baseball Team – CIF Champions

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.

PUBLIC HEARING: Agenda Item # 21 2009-2010 Final Budget.

PUBLIC HEARING: Agenda Item #22 Categorical Flexibility Transfers

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 June 8, 2009, Regular Board Meeting.
(Supporting Information)
Contact: Jane Boos, Manager, Board Office Operations

1

CURRICULUM & INSTRUCTION

2. SPECIAL EDUCATION: Approval, nonpublic school and agency contracts.
(Supporting Information)
Contact: Eamonn O'Donovan, Assistant Superintendent, Special Education

9

3. EXPULSION READMISSIONS: Approval, readmission of students from expulsion.
(Supporting Information)
Contact: Sherine Smith, Deputy Superintendent, Education

15

4. START/DISMISSAL TIMES: Approval, proposed school starting and dismissal times for 2009-2010 school year.
(Supporting Information)
Contact: Sherine Smith, Deputy Superintendent, Education

17

5. CALIFORNIA INTERSCHOLIC FEDERATION: Approval, 2009-2010 California Interscholastic Federation (CIF) representatives.
(Supporting Information)
Contact: Sherine Smith, Deputy Superintendent, Education

25

6. MENTOR TEACHERS: Approval, teacher preparation Pipeline Grant, Mentor teacher stipends.
(Supporting Information)
Contact: Sherine Smith, Deputy Superintendent, Education

29

BUSINESS & SUPPORT SERVICES

7. PURCHASE ORDERS/WARRANTS/CONSULTING AGREEMENTS: Approval, Purchase Orders/Warrants/Consultant Agreements.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

31

8. DONATIONS: Approval, donations of funds/equipment.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

61

9. SERVICE AGREEMENT: Approval, extension of the Juvenile Court Work Program Services Agreement with the County of Orange for 2009-2010.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

65

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|-----|---|-----|
| 10. | E-RATE CONSULTANT: Approval, award of RFQ No. 1-0910 E-Rate Consultant, NVLS Professional Services, LLC.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 91 |
| 11. | CONSULTING SERVICE: Approval, award of RFQ No. 11-0809 Dental, Vision, Life and Disability Benefits Consulting Service.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 119 |
| 12. | CONSULTING FIRM: Approval, appointment of consulting firm for environmental review and documentation related to compressed natural gas facility at the Aliso Viejo transportation site.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 141 |
| 13. | REJECTION OF BIDS: Approval, rejection of all bids for Bid No. 0910-03, Asphalt paving, sealcoating and repair.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 151 |
| 14. | REJECTION OF BIDS: Approval, rejection of all bids for Bid No. 0910-04, Electrical Service.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 153 |
| 15. | SUBSCRIPTION AGREEMENT: Approval, subscription agreement for School Loop Services.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 155 |
| 16. | AUDIO VISUAL EQUIPMENT: Approval, award of Bid No. 0809-09 for audio visual equipment.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 163 |
| 17. | FREEZER: Consideration and approval, surety agreements for completion of project, Bid No. 0607-11, Food Service Freezer.
(Supporting Information)
<i>Contact: Ron Lebs, Deputy Superintendent, Business & Support Services</i> | 177 |

PERSONNEL SERVICES

- | | | |
|-----|---|-----|
| 18. | RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, classified personnel.
(Supporting Information)
<i>Contact: Naomi Suenaka, Interim Deputy Superintendent, Personnel</i> | 193 |
| 19. | RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, certificated personnel.
(Supporting Information)
<i>Contact: Naomi Suenaka, Interim Deputy Superintendent, Personnel</i> | 205 |

20. **WORKERS' COMPENSATION:** Approval, 2009-2010 Excess Workers' Compensation Insurance Renewal.
(Supporting Information)
Contact: Naomi Suenaka, Interim Deputy Superintendent, Personnel

211

Motion by _____ Seconded by _____
ROLL CALL:
Trustee Brick _____ Trustee Christensen _____
Trustee Bryson _____ Trustee Lopez-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

21. **PUBLIC HEARING—FINAL BUDGET:** Consideration and approval, adoption of the 2009-2010 Final Budget
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

DISCUSSION/
ACTION
Vote _____
Page 213

Motion by _____ Seconded by _____
ROLL CALL:
Trustee Brick _____ Trustee Christensen _____
Trustee Bryson _____ Trustee Lopez-Maddox _____
Trustee Palazzo _____ Trustee Winsten _____
Trustee Addonizio _____

22. **PUBLIC HEARING—CATEGORICAL FLEXIBILITY TRANSFERS:**
Consideration and approval, adoption of 2009-2010 Categorical Flexibility Transfers per SBX3 4.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

DISCUSSION/
ACTION
Vote _____
Page 215

Motion by _____ Seconded by _____
ROLL CALL:
Trustee Brick _____ Trustee Christensen _____
Trustee Bryson _____ Trustee Lopez-Maddox _____
Trustee Palazzo _____ Trustee Winsten _____
Trustee Addonizio _____

23. **SUPERINTENDENT SEARCH FIRM:** Consideration and approval, authorization of selection for the Superintendent Executive Search Firm.
(Supporting Information)
Contact: Naomi Suenaka, Deputy Superintendent, Personnel

DISCUSSION/
ACTION
Vote _____
Page 219

Motion by _____ Seconded by _____

24. **REINSTATEMENT OF PROGRAMS/SERVICES – CLASSIFIED POSITIONS:** Consideration and approval, to reinstate 9.539 FTE classified positions.
(Supporting Information)
Contact: Naomi Suenaka, Interim Deputy Superintendent, Personnel

DISCUSSION/
ACTION
Vote _____
Page 221

Motion by _____ Seconded by _____

25. **REINSTATEMENT OF PROGRAMS/SERVICES –NON MANAGEMENT PERSONNEL:** Consideration and approval, to rescind layoff notices for Certificated Non Management positions.
(Supporting Information)
Contact: Naomi Suenaka, Interim Deputy Superintendent, Personnel

DISCUSSION/
ACTION
Vote _____
Page 225

Motion by _____ Seconded by _____

26. **REINSTATEMENT OF PROGRAMS/SERVICES – MANAGEMENT PERSONNEL:** Consideration and approval, to rescind layoff notices for 26.25 FTE Certificated Management positions.
(Supporting Information)
Contact: Naomi Suenaka, Interim Deputy Superintendent, Personnel

DISCUSSION/
ACTION
Vote _____
Page 226

Motion by _____ Seconded by _____

27. **EMPLOYEE COMPENSATION REDUCTION:** Consideration and approval, Resolution No. 0809-57, reserving the right to make 2009-2010 employee compensation reductions.
(Supporting Information)
Contact: Ron Lebs, Interim Deputy Superintendent, Business & Support Services

DISCUSSION/
ACTION
Vote _____
Page 233

Motion by _____ Seconded by _____

ROLL CALL:

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

28. **CAPISTRANO BEACH TRANSPORTATION CENTER:** Update on a potential lease plan for a portion of the Capistrano Beach Transportation Center.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

INFORMATION/
DISCUSSION
Page 241

29. **SAN JUAN HILLS HIGH SCHOOL:** Consideration and approval, Change Order No. 3, Bid No. 0708-16, San Juan Hills High School Stadium Phase II, Bleachers, Concession Building, and Synthetic Track, Mepco Services, Inc.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

DISCUSSION/
ACTION
Vote _____
Page 245

Motion by _____ Seconded by _____

30. **SAN CLEMENTE HIGH SCHOOL:** Consideration and approval, Change Order No. 2, Bid No. 0708-26, San Clemente High School Upper Campus Science Classroom Conversion and Staff Restroom ADA Upgrades, Paul C. Miller Construction Co., Inc.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

DISCUSSION/
ACTION
Vote _____
Page 257

Motion by _____ Seconded by _____

31. **PARTNERSHIP AGREEMENT:** Consideration and approval, partnership agreement for transportation services between Capistrano Unified School District and Saddleback Valley Unified School District.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

DISCUSSION/
ACTION
Vote _____
Page 261

Motion by _____ Seconded by _____

32. **BOARD POLICY REVISION:** Consideration and approval, second reading of revisions to Board Policy 1230, *School Connected Organizations*.
(Supporting Information)
Contact: Julie Hatchel, Chief Communications Officer

DISCUSSION/
ACTION
Vote _____
Page 271

Motion by _____ Seconded by _____

33. **CITY OF SAN CLEMENTE COMMUNICATION:** Review of request regarding appointment of a liaison to the San Clemente Traffic Task Force.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

INFORMATION/
DISCUSSION
Page 277

34. **CITIZEN REQUEST:** Citizen request for agenda item placement by Ms. Dawn Urbanek to address the Board regarding converting San Juan Elementary School to K-8.
(Supporting Information)

INFORMATION/
DISCUSSION
Page 281

V. BOARD/SUPERINTENDENT ANNOUNCEMENTS

VI. ADJOURNMENT

**THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE
HELD ON MONDAY, JULY 13, 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

35. Closed Session (as authorized by law)

- A. STUDENT EXPULSIONS (Items A-1 through A-12)
Deliberations of Findings of Fact and Recommendations
(Pursuant to Education Code §48918(c) and §35145)
- B. CONFERENCE WITH LEGAL COUNSEL–PENDING LITIGATION
Number of cases: Two Cases
(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.
- C. LIABILITY CLAIM
Minor Claimant: Claim No. 09-73469JW
Agency Claimant Against: Capistrano Unified School District
(Pursuant to Government Code §54956.9{a})
- D. CONFERENCE WITH CHIEF LABOR NEGOTIATOR
Agency designated representative:
John Racjic, Chief Labor Negotiator
Employee Organization:
Capistrano Unified Education Association (CUEA)
California School Employee Association (CSEA)
(Pursuant to Government Code §54957.6)
- E. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
(Pursuant to Government Code §54957)
- F. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Administrative Assignments
(Pursuant to Government Code §54957)

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
JUNE 8, 2009
EDUCATION CENTER – BOARD ROOM

President Addonizio called the meeting to order at 5:30 p.m. The Board recessed to closed session to: discuss eighteen (18) student expulsions; confer with Legal Counsel regarding pending litigation (three cases); discuss one (1) liability case; confer with Chief Labor Negotiator regarding CUEA negotiations; discuss Public Employee Discipline/Dismissal/Release; and Public Employee Appointment/Employment.

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

President Addonizio began the meeting by reading a statement thanking the audience for their attendance, explaining the process for speakers to address the board, requesting the audience maintain a respectful, business-like decorum, refrain from holding up signs, speaking out and clapping.

The Pledge of Allegiance was led by Trustee Lopez-Maddox

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

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

Permanent Record

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

Adoption of the Board Agenda

President Addonizio requested that Agenda Item #31, Interim Superintendent be pulled out of order. In the absence of Board objection, Item #31, Interim Superintendent, was brought forward for Trustee discussion/action.

President's Request for Change in Agenda Item Placement

It was moved by Trustee Bryson seconded by Trustee Palazzo, and carried unanimously to approve the contract for employment for Dr. Roberta Mahler for the position of Interim Superintendent.

Interim Superintendent Agenda Item 31

Chief Communications Officer Julie Hatchel introduced Dr. Mahler and invited her to the dais. Dr. Mahler thanked the Board and promised to do her personal best and earn the trust and respect of the Board and community.

President Addonizio reported the following action taken during closed session:

President's Report From Closed Session Meeting

Agenda Item #35 (A-1 thru A-3) – Student Expulsions: The Board voted by a 7-0 vote to approve the following student expulsions with staff recommendations: Case #2009-127, #2009-117, and #2009-126.

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

Agenda Item #35 (A-4 thru A-18) – Student Expulsions: It was moved by Trustee Bryson, seconded by Trustee Winsten, and carried by a 6-0-1 vote to expel the following students by stipulated agreement: Case #2009-123, #2009-128, #2009-130, #2009-137, #2009-116, #2009-107, #2009-118, #2009-121, #2009-132, #2009-119, #2009-125, #2009-120, #2009-122, #2009-133 and 2009-134.

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

Agenda Item #35-C – Liability Claim No. 09-73398DP-Minor Claimant: It was moved by Trustee Bryson, seconded by Trustee Brick, and carried unanimously to uphold staff recommendation to deny the claim.

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

Chief Communications Officer Julie Hatchel introduced Naomi Suenaka, Interim Deputy Superintendent, Personnel who replaced Suzette Lovely. **Introductions**

Mrs. Hatchel called upon Student Advisor Chase Ishii to introduce the newly selected Student Advisor to the Board Saam Alikhani.

Chief Communications Officer Julie Hatchel introduced the following people to receive special district recognition: Student Representative Chase Ishii for his service to the Board; Catherine Casabianca for perfect attendance K-12; and Retirees. **Special Recognition**

Student Advisor Chase Ishii introduced the Student Body Presidents from Dana Hills High School and San Clemente High School who provided a report to the Board on activities at their school sites. **Student Body Reports**

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

The following people addressed the Board:

- *Marc Sarver, Alex Dinsmoor, Stacy Baumann Tran, Linda Mamet, Shahrzad Talieh, and Dara Dejbakhsh asked the Board to re-evaluate and suspend the Mello Roos tax (98-1) that homeowners in the Pacifica San Juan community are paying.*
- *Katie Calkins stated the importance of bringing back school counselors.*
- *Dr. Ron Lackey told the Board that he had attended the Orange County Special Education Advisory Council on May 30, 2009.*
- *Lee Holmes, representative from Marsh USA, addressed the Board regarding remarks made by Trustee Bryson at the May 11, 2009 meeting. Mr. Holmes stated the remarks were untrue and pointed out the cost savings Marsh USA had provided to the district in the last year.*
- *Shari Saladow commended Deputy Superintendent Sherine Smith for her service to the district and the admiration she has earned.*
- *Sally Graves expressed her disappointment in the Board for not attending the California Distinguished School awards ceremony and missing other district events.*
- *Geri Ditto admonished the Board for not making attendance/participation at district events a priority.*

Trustee Lopez-Maddox directed staff to review Pacifica San Juan community's request for suspension of Mello Roos Tax (98-1) and report back to the Board.

President Addonizio asked Trustees for items they wished to pull from the Consent Calendar. Agenda Items #11 was pulled for further discussion.

**Items Pulled from
the Consent
Calendar**

President Addonizio recognized CUEA President Vicki Soderberg who had turned in a blue card on Consent Agenda Item #1, Minutes. Ms. Soderberg asked the Board to turn to the May 11, 2009 Regular Board Minutes on page 5 and look at Item #29, Insurance Broker Services. Ms. Soderberg stated that RFQ No. 12-0809 should not be awarded to Keenan and Associates, as reflected in the minutes, due to a potential conflict of interest. Ms. Soderberg requested that the selection of district Insurance Broker Services be put out for bid again.

CONSENT CALENDAR

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

Minutes of the May 11, 2009, Regular Board Meeting and minutes of the May 26, 2009, Special Board Meeting.

**Minutes
Agenda Item 1**

Nonpublic school and agency contracts.

**Special Education
Agenda Item 2**

Petition to waive California Ed Code §50851(a)/Board Policy 6162.5—California High School Exit Examination: Case #0809-065 (ANHS) and 0809-068 (CVHS).

**Waivers
Agenda Item 3**

Readmission of a student from expulsion, Case #2008-85

**Student
Readmission
Agenda Item 4**

Memorandum of Understanding between CUSD and Orange County Head Start, Inc.

**Head Start
Agenda Item 5**

WASC three (3) year Mid-term Progress Report.

**Dana Hills High
School
Agenda Item 6**

Purchase Orders/Warrants/Consulting Agreements as listed.

**Purchase Orders/
Warrants/
Consulting
Agreements
Agenda Item 7**

Donations of funds and equipment.

**Donations
Agenda Item 8**

Advertise for Bid No. 0910-02 roof replacement at Arroyo Vista K-8 and Chaparral Elementary School.

**Roof Replacement
Agenda Item 9**

Award of Bid No. 0809-11, Paper and Plastic Products for Food and Nutrition Services, P&R Paper Supply Co.

**Paper and Plastic
Products
Agenda Item 10**

Advertise for Bid No. 0910-06, Bakery Products.	Bakery Agenda Item 12
Advertise for Bid No. 0910-10, HVAC parts.	HVAC Parts Agenda Item 13
Sale of obsolete and unusable miscellaneous district materials.	Obsolete and Unusable Items Agenda Item 14
Authorization to use multiple award contract IFB No. 25-06302011, San Francisco USD for the purchase of school and office furniture and equipment.	School and Office Furniture and Equipment Agenda Item 15
2008-2009 Labor Compliance Program Annual Report.	Prevailing Wage Monitoring and Labor Compliance Agenda Item 16
Renewal of Use of Facilities Agreement with Journey Charter School at Foxborough.	Use of Facilities Agreement Agenda Item 17
Vehicle maintenance and driver training services for Santa Margarita Catholic High School.	Vehicle Maintenance and Driver Training Services Agenda Item 18
Award of Bid no. 0809-10, Vista del Mar sidewalk, Farino Engineering.	Vista del Mar Agenda Item 19
Resignations, retirements, and employment of classified personnel.	Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 20
Resignations, retirements, and employment of certificated personnel.	Resignations/ Retirements/ Employment (Certificated Personnel) Agenda Item 21
Acceptance of the Quarterly Legislation Inspection Report.	Williams Settlement Agenda Item 22
Student Teaching Agreement with the Concordia University.	Student Teaching Agreement Agenda Item 23
Approval of Karin Foster to serve as the Visiting Educator with the Orange County Department of Education.	Visiting Educator Agenda Item 24

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

President Addonizio recognized Trustee Christensen who questioned the district's RFQ requirements and directed staff to research the RFQ process used by other districts.

**Produce
Agenda Item 11**

Following discussion it was moved by Trustee Christensen, seconded by Trustee Lopez-Maddox, and motion carried unanimously to approve Award of Bid No. 0910-01, Produce Products, ASR Distributors, Inc.

DISCUSSION/ACTION

President Addonizio announced the public hearing open at 7:50 p.m. regarding the approval of the Reading/Language Arts waiver for grades K-8. President Addonizio asked if there was anyone who wished to address the Board. There being no comments, President Addonizio declared the public hearing closed at 7:52 p.m.

**PUBLIC
HEARING:
Textbook Waiver
Agenda Item 25**

It was moved by Trustee Lopez-Maddox, seconded by Trustee Bryson, and carried unanimously to approve the Reading/Language Arts waiver for grades K-8.

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

President Addonizio stated this is the time and place designated for the public hearing on the School Facility Needs Analysis, adopting alternative school facility fees for new residential development in compliance and in accordance with Education Code Section 17620 and Government Code Section 65995. President Addonizio declared the public hearing open at 7:55 p.m.

**PUBLIC
HEARING: School
Facility Needs
Analysis
Agenda Item 26**

President Addonizio asked if any written comments had been received. Clerk Larry Christensen responded that no written comments had been received. President Addonizio asked if there was anyone present who wished to comment on the item. There being no comments, President Addonizio declared the public hearing closed at 7:58 p.m.

President Addonizio stated the Board would entertain a motion to adopt the resolution entitled: Resolution of the Board of Trustees of the Capistrano Unified School District Approving a School Facilities Needs Analysis, Adopting Alternative School Facility Fees in Compliance with Government Code Sections 65995.5, 65995.6, and 65995.7, Adopting Responses to Public Comments Received and Making Related Findings and Determinations.

Trustee Christensen stated that he would be abstaining from voting due to a possible conflict of interest.

It was moved by Trustee Bryson seconded by Trustee Brick, and carried by a 4-2-0-1 vote to approve Resolution No. 0809-56, School Facility Needs Analysis, Adopting Alternative School Facility Fees for New Development.

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

President Addonizio recognized Deputy Superintendent Ron Lebs who presented this item which pertains to Board approval of the Seventh Amendment to Purchase and Sale Agreement and Escrow Instructions between the Foundation for Affordable Housing II, Inc. and CUSD which would extend the due diligence period and close of escrow on or before November 30, 2009. Mr. Lebs explained that the district and Foundation for Affordable Housing II continue to coordinate with the City of Aliso Viejo in completing the necessary entitlement documents.

**Surplus Property
Agenda Item 27**

It was moved by Trustee Bryson seconded by Trustee Palazzo, and carried by a 6-0-1 vote to approve the Seventh Amendment to Purchase and Sale Agreement and Escrow Instructions between the Foundation for Affordable Housing II, Inc. and CUSD which would extend the due diligence period and close of escrow on or before November 30, 2009.

AYES: Trustees Addonizio, Brick, Bryson, Palazzo, Trustee
Winsten and Student Advisor Chase Ishii

NOES: None

ABSENT: Trustee Lopez-Maddox (not on the dais at the time of the vote)

It was moved by Trustee Addonizio, seconded by Trustee Winsten, and carried unanimously to accept CSEA's formal reopener proposal/response and authorize the negotiators to begin the collective bargaining process for 2009-2010.

**CSEA Reopener
Proposal
Agenda Item 28**

President Addonizio recognized Deputy Superintendent Ron Lebs who along with Executive Director Kristofer Pitman presented a PowerPoint on the 2009-2010 Tentative Budget and related assumptions.

**Tentative Budget
Agenda Item 29**

The following speakers addressed the Board:

- *Mayor Lori Donchak stated that she was representing the San Clemente City Council regarding retaining Class Size Reduction (CSR).*
- *Kim Price, Julie Collier, Kris Bowen, Melanie Christensen, Julie Muller, Stacey Strong, Tawni Mai, Kathy Mitrevski, Jennifer McAteer, Courtney Fielder, Cathy Cross and DeAnna Burghart spoke in support of retaining CSR.*
- *Sandy Zimmer requested that block music and teacher Michael Corrigan be reinstated.*
- *Vein Gries expressed his disappointment in the union and Board for not being concerned about RIF teachers.*
- *Michael Villar stated that great teachers had received RIF notices and requested that teachers be retained not based on tenure but on their qualifications.*
- *Terry Hause asked the Board to hire back classified support positions and make employee reinstatements equitable across the district.*
- *John Melissa spoke in support of the block music program.*
- *Keilani Conroy asked that high school counselor positions be reinstated.*

Following the speakers Trustees asked specific questions of Mr. Lebs. Trustee Winsten requested Interim Superintendent Mahler review the tentative budget and make recommendations for the final budget vote on June 22, 2009.

President Addonizio recognized Chief Communications Officer Julie Hatchel to present for first reading the proposed revisions to Board Policy 1230, *School-Connected Organizations*. Following Trustee questions and discussion Mrs. Hatchel was directed to make additional revisions and bring Board Policy 1230, *School-Connected Organizations* back to the June 22, 2009 meeting for second reading.

**Board Policy
Revision
Agenda Item 30**

It was moved by Trustee Lopez-Maddox, seconded by Trustee Winsten, and carried by a 4-3 vote to table this item, Reinstatement of Programs/Services for 26.25 FTE Certificated Management positions, to the June 22, 2009 Board meeting.

**Reinstatement of
Programs/Services
Agenda Item 32**

AYES: Trustees Brick, Christensen, Lopez-Maddox, Winsten, and
Student Advisor Chase Ishii
NOES: Trustee Addonizio, Bryson and Palazzo

President Addonizio recognized Julie Redmond who addressed the Board regarding the need to reinstate certificated special education management positions.

It was moved by Trustee Lopez-Maddox, seconded by Trustee Winsten, and carried unanimously to approve the Engagement and Fee Agreement from Luce Forward Attorneys at Law.

**Contract Approval
and Fee Agreement
Agenda Item 33**

President Addonizio recognized the following speakers to address the Board:

- *Ronda Walen stated that the money being spent on lawyers could be used to hire back classified staff or save programs.*
- *Erin Kutnick asked the Board to select another law firm due to a conflict of interest between the firm and Trustees.*

President Addonizio called upon resident Dr. Ron Lackey who addressed the Board on the topic of discontinue participation in, and payment to the Orange County Special Education Alliance, as well as to the model School Board Education Alliance.

**Citizen Request
Agenda Item 34**

The Board recessed to closed session at 9:40 p.m. to continue discussions of the remaining closed session items.

The Board reconvened to open session at 10:12 p.m. President Addonizio reported the following action taken during closed session:

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

Agenda Item #35E - PUBLIC EMPLOYEE DISCIPLINE/RELEASE: The Board voted by a 6-1 vote to approve staff recommendations of a three (3) day unpaid suspension for classified Employee ID #024074.

AYES: Trustees Addonizio, Brick, Bryson, Christensen, Maddox,
Palazzo, and Winsten
NOES: Trustee Lopez-Maddox

The meeting adjourned at 10:15 p.m.

Larry Christensen, Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

TO: Ellen M. Addonizio, President
and Members
Board of Trustees

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

June 22, 2009

Page 2

Master Contracts:

1. PARENT REIMBURSEMENT:

Provider: Parents
Student: 1 Student
Service: Respite Care Services
Period covered: 07/01/09 – 06/30/10
Total Cost: \$2,465.28

Justification
Mandated by
IFSP Services and Support

2. PARENT REIMBURSEMENT:

Provider: Parents
Student: 1 Student
Service: Peer Intervention Program
Period covered: 07/01/09 – 08/30/09
Total Cost: \$2,400.00

Justification
Mandated by
IEP Services and Support

3. PARENT REIMBURSEMENT:

Provider: Parents
Student: 1 Student
Service: Peer Intervention Program
Period covered: 05/01/09 – 06/30/09
Total Cost: \$2,400.00

Justification
Mandated by
IEP Services and Support

4. TUITION:

Provider: Pyramid Autism Center
Student: 1 Student
Services: Tuition
Period Covered: 07/01/09 – 06/30/10
Days/Rate: 220 @ \$225.00
Total Cost: \$49,500.00

Justification:
Mandated by
IEP Services and Support

5. TUITION:

Provider: Pyramid Autism Center
Student: 1 Student
Services: Tuition
Period Covered: 07/01/09 – 06/30/10
Days/Rate: 220 @ \$225.00
Total Cost: \$49,500.00

Justification:
Mandated by
IEP Services and Support

6. TUITION:

Provider: Devereux League City
Student: 1 Student
Services: Tuition
Period Covered: 06/08/09 – 06/30/09
Days/Rate: 17 @ \$125.94
Total Cost: \$2,140.98

Justification:
Mandated by
IEP Services and Support

SPECIAL EDUCATION

June 22, 2009

Page 3

7. TUITION:

Provider: Cinnamon Hills
Student: 1 Student
Services: Tuition
Period Covered: 07/01/09 – 06/30/10
Days/Rate: 254 @ \$135.00
Total Cost: \$34,290.00

Justification:
Mandated by
IEP Services and Support

8. TUITION:

Provider: Cinnamon Hills
Student: 1 Student
Services: Tuition
Period Covered: 07/01/09 – 06/30/10
Days/Rate: 254 @ \$135.00
Total Cost: \$34,290.00

Justification:
Mandated by
IEP Services and Support

9. TUITION:

Provider: Cinnamon Hills
Student: 1 Student
Services: Tuition
Period Covered: 07/01/09 – 06/30/10
Days/Rate: 254 @ \$135.00
Total Cost: \$34,290.00

Justification:
Mandated by
IEP Services and Support

10. TUITION:

Provider: Cinnamon Hills
Student: 1 Student
Services: Tuition
Period Covered: 07/01/09 – 06/30/10
Days/Rate: 254 @ \$135.00
Total Cost: \$34,290.00

Justification:
Mandated by
IEP Services and Support

11. TUITION:

Provider: Cinnamon Hills
Student: 1 Student
Services: Tuition
Period Covered: 07/01/09 – 06/30/10
Days/Rate: 254 @ \$135.00
Total Cost: \$34,290.00

Justification:
Mandated by
IEP Services and Support

12. TUITION:

Provider: Heritage School
Student: 1 Student
Services: Tuition
Period Covered: 07/01/09 – 06/30/10
Days/Rate: 236 @ \$102.00
Total Cost: \$24,072.00

Justification:
Mandated by
IEP Services and Support

SPECIAL EDUCATION

June 22, 2009

Page 4

13. RELATED SERVICES:

Provider:	Pacific Pediatric	Justification:
Student:	1 Student	Mandated by
Services:	OT Therapy	IEP Services and Support
Period Covered:	09/08/09 -06/30/10	
Total Cost:	\$9,360.00	

14. RELATED SERVICES:

Provider:	Julie Berg	Justification:
Student:	1 Student	Mandated by
Services:	Vision Therapy	IEP Services and Support
Period Covered:	09/08/09 -03/20/10	
Total Cost:	\$4,750.00	

15. RELATED SERVICES:

Provider:	Wertheimer Gale & Associates	Justification:
Student:	1 Student	Mandated by
Services:	OT Therapy	IEP Services and Support
Period Covered:	07/01/09-12/10/09	
Total Cost:	\$1,306.50	

16. RELATED SERVICES:

Provider:	Julie Berg	Justification:
Student:	1 Student	Mandated by
Services:	OT Therapy/Consult	IEP Services and Support
Period Covered:	09/08/09 -12/17/09	
Total Cost:	\$156.00	

17. RELATED SERVICES:

Provider:	Wertheimer Gale & Associates	Justification:
Student:	1 Student	Mandated by
Services:	OT Therapy	IEP Services and Support
Period Covered:	07/01/09-12/11/09	
Total Cost:	\$195.00	

18. RELATED SERVICES:

Provider:	Rainbow Connection	Justification:
Student:	1 Student	Mandated by
Services:	Speech & Lang.	IEP Services and Support
Period Covered:	09/08/09 -10/03/09	
Total Cost:	\$412.00	

**TOTAL SPECIAL EDUCATION: NONPUBLIC SCHOOL AND AGENCY
CONTRACTS FOR THE JUNE 22, 2009 BOARD \$320,107.76.**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

FROM: Sherine Smith, Deputy Superintendent, Education

SUBJECT: EXPULSION READMISSIONS

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

June 22, 2009

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

FROM: Sherine Smith, Deputy Superintendent, Education

SUBJECT: **APPROVAL: PROPOSED SCHOOL STARTING AND DISMISSAL TIMES
FOR 2009/10 SCHOOL YEAR**

BACKGROUND INFORMATION

Board Policy 6111, School Day, states:

“Opening and closing hours of the school day shall be approved annually by the Governing Board upon consideration of recommendations of the Superintendent.”

School start times are a reflection of the school district’s desire to support the instructional program and accommodate school/community concerns. The proposed starting and dismissal times for the 2008/09 school year meet California Department of Education requirements for instructional minutes, comply with Education Code, and adhere to current collective bargaining agreements.

CURRENT CONSIDERATIONS

The agenda item recommends for Board adoption school starting and dismissal times for the 2009/10 year, Exhibit A.

FINANCIAL IMPLICATIONS

There are no financial implications based on the proposed starting and dismissal times.

STAFF RECOMMENDATION

It is respectfully recommended the Board approve the proposed starting and dismissal times for the 2009/10 school year, Exhibit A.

**2009/2010
ELEMENTARY START/DISMISSAL TIMES**

<u>ELEMENTARY SCHOOL</u>	<u>TIMES START/DISMISS</u>	<u>ACE LATE START/EARLY OUT</u>
Ambuehl	7:45 – 2:05 K Early Birds 7:45 – 11:11 K Late Owls 9:28 – 12:54	Tuesday 12:50 Dismissal K Early Birds 7:45 – 11:11 K Late Owls 9:28 – 12:54
Arroyo Vista	8:15 – 2:35 K Early Birds 8:15 – 11:45 K Late Owls 10:00 – 1:30	Wednesday 1:20 Dismissal K Early Birds 8:15 – 11:15 K Late Owls 9:45 – 12:45
Don Juan Avila	7:45 – 2:05 K AM 7:45 – 11:45 K PM 10:30 -2:30	Thursday 12:50 Dismissal K AM 7:45 – 11:15 K PM 9:30 – 1:00
Barcelona Hills	7:45 – 2:05 K Early Birds 7:45 – 11:07 K Late Owls 9:28 – 12:50	Wednesday 12:50 Dismissal K Early Birds 7:45 – 11:07 K Late Owls 9:28 – 12:50
Bathgate	8:00 - 2:20 K Early Birds 8:00 – 11:30 K Late Birds 9:45 – 1:15	Wednesday 1:05 Dismissal K Early Birds 8:00 – 11:00 K Late Birds 9:30 – 12:30
Benedict	7:45 – 2:05 K Early Birds 7:45 – 11:45 K Late Owls 9:30 – 1:30	Tuesday 12:50 Dismissal K Early Birds 7:45 – 11:15 K Late Owls 9:15 – 12:45
Bergeson	7:45 – 2:05 K Early Birds 7:45 – 11:15 K Late Birds 9:30 – 1:00	Thursday 12:50 Dismissal K Early Birds 7:45 – 10:45 K Late Birds 9:15 – 12:15
Canyon Vista	7:45 – 2:05 K Early Birds 7:45 – 11:15 K Late Owls 9:30 – 1:00	Thursday 12:50 Dismissal K Early Birds 7:45 – 10:45 K Late Owls 9:15 – 12:15
Castille	7:45 – 2:05 K Early Birds 7:45 – 11:45 K Late Owls 9:30 – 1:30	Wednesday 12:50 Dismissal K Early Birds 7:45 – 11:15 K Late Owls 9:15 – 12:45
Chaparral	8:00 – 2:20 K Early Birds 8:00 – 11:30 K Late Owls 9:45 – 1:15	Wednesday 1:05 Dismissal K Early Birds 8:00 – 11:00 K Late Owls 9:30 – 12:30
Concordia	7:45 – 2:05 K Early Birds 7:45 – 11:45 K Late Owls 9:30 – 1:30	Tuesday 12:50 Dismissal K Early Birds 7:45 – 11:15 K Late Owls 9:15 – 12:45
Crown Valley	7:45 – 2:05 K Early Birds 7:45 – 11:15 K Late Owls 9:30 – 1:00	Thursday 12:50 Dismissal K Early Birds 7:45 – 10:45 K Late Owls 9:15 – 12:15
R. H. Dana	All Grades 7:45 – 2:05	Thursday 12:45 Dismissal
R. H. Dana ENF	8:25 – 2:30 K 8:25 – 1:30	Thursday 1:15 Dismissal K 1:15 Dismissal

**2009/2010
ELEMENTARY START/DISMISSAL TIMES**

<u>ELEMENTARY SCHOOL</u>	<u>TIMES START/DISMISS</u>	<u>ACE LATE START/EARLY OUT</u>
Del Obispo	7:45 – 2:05 K Early Birds 7:45 – 11:15 K Late Owls 9:30-1:00	Tuesday 12:50 Dismissal K Early Birds 7:45 – 10:45 K Late Owls 9:15 – 12:15
Carl Hankey	Grades 1-5 8:10 – 2:30 K Early Birds 8:10 – 11:40 K Late Owls 9:55 – 1:25	Wednesday 1:15 Dismissal K Early Birds 8:10 – 11:10 K Late Owls 9:40 – 12:40
Hidden Hills	7:45 – 2:05 K Early Birds 7:45 – 11:15 K Late Owls 9:30 – 1:00	Thursday 12:50 Dismissal K Early Birds 7:45 – 10:45 K Late Owls 9:15 – 12:15
Kinoshita	7:45 – 2:05	Tuesday 12:45 Dismissal
Ladera Ranch	Elementary 8:00 – 2:20 K AM 7:45 – 11:15 K PM 11:00-2:30 K Early Birds 7:45 – 11:15 K Late Owls 9:30 – 1:00	Wednesday 9:00 – 2:20 K AM 9:00 – 12:00 K PM 11:45-2:45 K Early Birds 9:00 – 12:00 K Late Owls 10:30 – 1:30
Laguna Niguel	7:45 – 2:05 K Early Birds 7:45 – 11:15 K Late Owls 9:30 – 1:00	Thursday 12:50 Dismissal K Early Birds 7:45 – 10:45 K Late Owls 9:15 – 12:15
Las Flores	7:45 – 2:05 K Early Cubs 7:45 – 11:15 K Late Cubs 9:30 – 1:00	Wednesday 12:50 Dismissal K Early Cubs 7:45 – 10:45 K Late Cubs 9:15 – 12:15
Las Palmas	All Grades 8:00 – 2:20	Tuesday 1:05 Dismissal
Lobo	7:45 – 2:05 K Early Birds 7:45 – 11:45 K Late Owls 9:30 – 1:30	Tuesday 12:50 Dismissal K Early Birds 7:45 – 11:15 K Late Owls 9:15 – 12:45
Malcom	7:45 – 2:05 K Early Birds 7:45 – 11:45 K Late Owls 9:30 – 1:30	Thursday 12:50 Dismissal K Early Birds 7:45 – 11:15 K Late Owls 9:15 – 12:45
Marblehead	7:45 – 2:05 K AM 7:45-11:15 K PM 10:55-2:25	Tuesday 12:50 Dismissal K AM 7:45-10:45 K PM 9:50-12:50
Moulton	7:45 – 2:05 K Early Birds 7:45 – 11:15 K Late Birds 9:30 – 1:00	Thursday 12:50 Dismissal K Early Birds 7:45 – 10:45 K Late Birds 9:15 – 12:15

**2009/2010
ELEMENTARY START/DISMISSAL TIMES**

<u>ELEMENTARY SCHOOL</u>	<u>TIMES START/DISMISS</u>	<u>ACE LATE START/EARLY OUT</u>
Oak Grove	7:45 – 2:05 K Early Birds 7:45 – 11:15 K Late Owls 9:30 – 1:00	Thursday 12:50 Dismissal K Early Birds 7:45 – 10:45 K Late Owls 9:15-12:15
Oso Grande	8:00 – 2:20 K AM 8:00 - 11:30 K PM 10:35 – 2:05	Wednesday 1:05 Dismissal K AM 8:00 - 11:00 K PM 10:00 – 1:00
Palisades	7:45 – 2:05 K Early Birds 7:45 – 11:15 K Late Owls 9:30 – 1:00	Tuesday 12:50 Dismissal K Early Birds 7:45 – 10:45 K Late Owls 9:15 – 12:15
Philip Reilly	8:00 – 2:20 K Early Birds 8:00 – 11:50 K Late Owls 9:45 – 1:35	Wednesday 1:05 Dismissal K Early Birds 8:00 – 11:20 K Late Owls 9:30 – 12:50
San Juan	All Grades 7:45 – 2:05	Tuesday 12:45 Dismissal
Tijeras Creek	7:45 – 2:05 K Early Birds 7:45 – 11:15 K Late Owls 9:30 – 1:00	Wednesday 12:50 Dismissal K Early Birds 7:45 – 10:45 K Late Owls 9:15 – 12:15
Viejo	All Grades 7:45 – 2:05	Wednesday 12:50 Dismissal
Vista del Mar	Elementary 8:15 – 2:35 K AM 8:00 – 11:30 K PM 11:05 – 2:35	Tuesday 1:20 Dismissal K AM 8:00 – 11:00 K PM 10:20 – 1:20
Wagon Wheel	7:45 – 2:05 K Early Birds 7:45 – 11:15 K Late Birds 9:30 – 1:00	Wednesday 12:50 Dismissal K Early Birds 7:45 – 10:45 K Late Birds 9:15 – 12:15
George White	7:45 – 2:05 K Early Birds 7:45 – 11:07 K Late Birds 9:28 – 12:50	Thursday 12:50 Dismissal K Early Birds 7:45 – 11:07 K Late Birds 9:28 – 12:50
Wood Canyon	Grades 1-3 7:45 – 2:00 Grades 4 – 5 7:45 – 2:05 K Early Birds 7:45 – 11:27 K Late Owls 9:26 – 1:08	Thursday 12:50 Dismissal K Early Birds 7:45 – 11:27 K Late Owls 9:26 – 1:08

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

2009/2010 SECONDARY SCHOOL
START/DISMISSAL TIMES

MIDDLE SCHOOLS: 8:45 a.m. – 3:25 p.m., (ACE Time Day 9:45-3:25)

Aliso Viejo, Don Juan Avila, Niguel Hills: 9:45 – 3:25 (Thurs.)

Arroyo Vista 8:00-2:40 (Mon., Tues., Thurs., Fri.) 8:00-1:25 (Wed.)

Bernice Ayer, Marco Forster, and Shorecliffs: 9:45 – 3:25 (Tues.)

Carl Hankey: 8:00-2:40 (Mon., Tues., Thurs., Fri.) 8:00 - 1:33 (Wed.)

Ladera Ranch 8:15-2:55 (Mon., Tues., Thurs., Fri.) 9:15-2:55 (Wed.)

Las Flores and Newhart: 9:45 – 3:25 (Wed.)

Vista del Mar 8:10-2:55 (Mon., Wed., Thurs., Fri.) 8:10-1:55 (Tues.)

ANHS	Mondays	ANHS	Block Days
Period	Time	Period	Time
0	7:00-7:50	0	7:00-7:50
1	8:00-8:52	1/2	8:00-9:42
2	9:02-9:54	Tutorial	9:52-10:28
3	10:04-10:58	3/4	10:38-12:20
4	11:08-12:00	Lunch	12:20-12:50
Lunch	12:00-12:38	5/6	1:00-2:42
5	12:48-1:40		
6	1:50-2:42		

Block Days

Periods 1, 3, and 5 meet on Wednesdays and Fridays.

Periods 2, 4, and 6 meet on Tuesdays and Thursdays.

Period 0 meets Monday through Friday.

CVHS	Mondays	CVHS	Block Days
Period	Time	Period	Time
0	6:48-7:50	0	6:45-7:50
1	8:03-8:55	1/2	8:00-9:40
2	9:05-9:57	Tutorial	9:50-10:25
Break	9:57-10:02	Break	10:25-10:30
3	10:12-11:04	3/4	10:40-12:20
4	11:14-12:06	Lunch	12:20-12:55
Lunch	12:06-12:41	5/6	1:05-2:45
5	12:51-1:43		
6	1:53-2:45		

Block Days

Periods 2, 4, and 6 meet on Tuesdays and Thursdays.

Periods 1, 3, and 5, meet on Wednesdays and Fridays. Period 0 does not meet on Tuesday.

Tuesday-Late Start

2 8:05-9:45

Tutorial 9:55-10:25

Break 10:25-10:30

4 10:40-12:20

Lunch 12:20-12:55

5/6 12:50-2:45

DHHS	Mondays	DHHS	Block Days
Period	Time	Period	Time
1	8:40-9:28	0	6:42-7:47
3	9:37-10:24	1/2	7:56-9:42
Break	10:24-10:30	Tutorial	9:51-10:19
2	10:39-11:26	Break	10:19-10:24
4	11:35-12:22	3/4	10:33-12:19
Lunch	12:22-12:52	Lunch	12:19-12:49
5	1:01-1:48	5/6	12:58-2:44
6	1:57-2:44		

Block Days

Periods 1, 3, and 5 meet on Tuesdays and Thursdays.

Periods 2, 4, and 6 meet on Wednesdays and Fridays.

Period 0 meets Tuesday, Wednesday, Thursday and Friday.

Monday-Late Start No Zero period

SCHS	Mon., Fri.	SCHS	Block Days
Period	Time	Period	Time
0	6:44-7:51	0	6:44-7:51
1	8:00-8:53	1/2	8:00-9:43
2	9:02-9:55	Tutorial	9:52-10:22
Break	9:55-10:00	Break	10:22-10:27
3	10:09-11:04	3/4	10:36-12:19
4	11:13-12:06	Lunch	12:19-12:54
Lunch	12:06-12:41	5/6	1:03-2:45
5	12:50-1:43		
6	1:52-2:45		

Block Days

Periods 1, 3, and 5 meet on Wednesday.

Periods 2, 4, and 6 meet on Thursday.

Periods 1 through 6 meet on Monday, Tuesdays and Fridays

Tuesday-Late Start No Zero period

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

SJHHS	Mondays	SJHHS	Block Days
Period	Time	Period	Time
0	6:45-7:47	0	6:45-7:50
1	8:00-8:52	1/2	8:00-9:40
2	9:02-9:54	Tutorial	9:50-10:25
Break	9:54-9:59	Break	10:25-10:30
3	10:09-11:01	3/4	10:40-12:20
4	11:11-12:03	Lunch	12:20-12:55
Lunch	12:03-12:38	5/6	1:05-2:45
5	12:48-1:40		
6	1:50-2:42		

Block Days

Periods 2, 4, and 6 meet on Tuesdays and Thursdays.
 Periods 1, 3, and 5 meet on Wednesdays and Fridays.
 Period 0 does not meet on Tuesday.

Tuesday-PLC Day

2	8:05-9:45
Tutorial	9:55-10:25
Break	10:25-10:30
4	10:40-12:20
Lunch	12:20-12:55
6	1:05-2:45

THS	Mondays	THS	Block Days
Period	Time	Period	Time
0	6:40-7:42	0	6:40-7:42
1	7:52-8:46	1/2	7:52-9:35
2	8:56-9:50	Tutorial	9:45-10:18
Break	9:50-9:54	Break	10:18-10:24
3	10:04-10:58	3/4	10:34-12:17
4	11:08-12:02	Lunch	12:17-12:52
Lunch	12:02-12:37	5/6	1:02-2:45
5	12:47-1:41		
6	1:51-2:45		

Block Days

Periods 1, 3, and 5 meet on Wednesdays and Fridays.
 Periods 2, 4, and 6 meet on Tuesdays and Thursdays.
 Period 0 meets Monday, Tuesday, Thursday and Friday (and any Wednesday that is not a Late Start).

Wednesday-Late Start

1	8:36-10:19
3	10:34-12:17
5	1:02-2:45

Serra High School: 8:30 a.m. – 1:26 p.m.

lga
 6/1/09

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

FROM: Sherine Smith, Deputy Superintendent, Education

SUBJECT: **APPROVAL: 2009/10 CALIFORNIA INTERSCHOLASTIC
FEDERATION (CIF) REPRESENTATIVES**

BACKGROUND INFORMATION

Education Code gives governing boards authority for high school athletics. As a member of the California Interscholastic Federation (CIF), Capistrano Unified is required by Education Code 33353 (a)(1) to designate its representatives to CIF on a yearly basis. League representatives vote on issues which impact school athletic programs.

CURRENT CONSIDERATIONS

This item requests that the Board of Trustees designate the six comprehensive high school principals as league representatives to CIF for 2009/10 (Exhibit A).

FINANCIAL IMPLICATIONS

There are no financial implications.

STAFF RECOMMENDATION

It is respectfully recommended the Board of Trustees approve the six comprehensive high school principals as league representatives to CIF for 2009/10 (Exhibit A).



www.cifstate.org

California Interscholastic Federation

Marie Ishida, Executive Director
STATE OFFICE
1320 Harbor Bay Parkway, Suite 140, Alameda, CA 94502-6578
Tel: (510) 521-4447 - FAX: (510) 521-4449

AS OF JUNE 1ST 2009
Marie Ishida, Executive Director
STATE OFFICE
4658 Duckhorn Drive, Sacramento, CA 95834

2009-2010 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESS ON REVERSE SIDE)** no later than July 1, 2009.

Capistrano Unified School District/Governing Board at its 6/22/2009 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2009-2010 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

<u>NAME OF SCHOOL</u> Aliso Niguel High School			
<u>NAME OF REPRESENTATIVE</u> Charles Salter		<u>POSITION</u> Principal	
<u>ADDRESS</u> 28000 Terrace View Dr.		<u>CITY</u> Aliso Viejo <u>ZIP</u> 92655	
<u>PHONE</u> (949) 830-5590	<u>FAX</u> (949) 448-9854	<u>E-MAIL</u> csalter@capousd.org	
<hr/>			
<u>NAME OF SCHOOL</u> Capistrano Valley High School			
<u>NAME OF REPRESENTATIVE</u> Deni Christensen		<u>POSITION</u> Principal	
<u>ADDRESS</u> 26301 Via Escolar		<u>CITY</u> Mission Viejo <u>ZIP</u> 92692	
<u>PHONE</u> (949) 364-6100	<u>FAX</u> (949) 347-1298	<u>E-MAIL</u> dmchristensen@capousd.org	
<hr/>			
<u>NAME OF SCHOOL</u> Dana Hills High School			
<u>NAME OF REPRESENTATIVE</u> Rob Nye		<u>POSITION</u> Principal	
<u>ADDRESS</u> 33333 Golden Lantern		<u>CITY</u> Dana Point <u>ZIP</u> 92629	
<u>PHONE</u> (949) 496-6666	<u>FAX</u> (949) 489-8317	<u>E-MAIL</u> rhnye@capousd.org	
<hr/>			
<u>NAME OF SCHOOL</u> San Clemente High School			
<u>NAME OF REPRESENTATIVE</u> George Duarte		<u>POSITION</u> Principal	
<u>ADDRESS</u> 700 Avenida Pico		<u>CITY</u> San Clemente <u>ZIP</u> 92673	
<u>PHONE</u> (949) 492-4165	<u>FAX</u> (949) 361-5175	<u>E-MAIL</u> gduarte@capousd.org	

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name (print) Dr. Roberta Mahler Superintendent's or Principal's Signature SJC
Address 33122 Valle Road City SJC Zip 92675
Phone (949) 234-9200 Fax (949) 496-7681

PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION, SEE REVERSE SIDE FOR CIF SECTION OFFICES⇒⇒⇒



www.cifstate.org

California Interscholastic Federation

Marie Ishida, Executive Director

STATE OFFICE

1320 Harbor Bay Parkway, Suite 140, Alameda, CA 94502-6578

Tel: (510) 521-4447 - FAX: (510) 521-4449

AS OF JUNE 1ST 2009

Marie Ishida, Executive Director

STATE OFFICE

4658 Duckhorn Drive, Sacramento, CA 95834

2009-2010 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE** (ADDRESS ON REVERSE SIDE) no later than July 1, 2009.

Capistrano Unified School District/Governing Board at its 6/22/2009 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2009-2010 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL San Juan Hills High School
NAME OF REPRESENTATIVE Tom Ressler POSITION Principal
ADDRESS 29211 Vista Montana CITY SJC ZIP 92675
PHONE (949) 234-5900 FAX (949) 488-9727 E-MAIL tressler@capousd.org

NAME OF SCHOOL Tesoro High School
NAME OF REPRESENTATIVE Dr. Dan Burch POSITION Principal
ADDRESS 1 Tesoro Creek Road CITY Las Flores ZIP 92688
PHONE (949) 234-5310 FAX (949) 766-3370 E-MAIL dburch@capousd.org

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name (print) Dr. Roberta Mahler Superintendent's or Principal's Signature _____
Address 33122 Valle Rd. City SJC Zip 92675
Phone (949) 234-9200 Fax (949) 496-7681

PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION, SEE REVERSE SIDE FOR CIF SECTION OFFICES⇒⇒⇒

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

FROM: Sherine Smith, Deputy Superintendent, Education

SUBJECT: **TEACHER PREPARATION PIPELINE GRANT – MENTOR TEACHER
STIPENDS**

BACKGROUND INFORMATION

The Teacher Preparation Pipeline Grant is a Saddleback College program that addresses the anticipated shortage of secondary and community college Career Technical Education teachers. Students from Saddleback College are placed with career/technical education teachers in secondary schools and the Regional Occupation Program as teaching assistants on a semester basis so that they can observe effective programs and practices.

CURRENT CONSIDERATIONS

It is respectfully requested the Board approve payment to master teachers who supervised Saddleback College Teaching Assistants for the 2008-2009 school year. As provided in the agreement with Saddleback College, master teachers are paid a mentor stipend at a flat rate.

FINANCIAL IMPLICATIONS

Saddleback College reimburses the district for funds paid to master teachers.

STAFF RECOMMENDATION


It is respectfully recommended the Board approve payment to CUSD master teachers who served as mentors for career/technical teaching assistants from Saddleback College during the 2008-2009 school year.

<u>Master Teacher</u>	<u>Student Teacher</u>	<u>Location</u>	<u>Amount</u>
Becky Tice	Casey Rogan	DHHS	\$1100.00
Kathleen Purcell	Courtney Wright	ANHS	\$550.00
Sarah Smith	J. Blitz and J. Viola	ANHS	\$1050.00

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

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

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

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

This agenda item presents for Board approval the attached lists of consulting agreements, Exhibit A, purchase orders, Exhibit B, and commercial warrants, Exhibit C. Exhibit D is a list of previously Board approved bids and contracts to assist in the review of the purchase order and warrant listings. The purchase orders total \$2,358,986.14 with funding coming from the following district funds. The warrants total \$5,568,564.76.

Total Purchase Order Board Listing by Fund		
June 22, 2009		
		<u>Total Amount</u>
Fund 01	General Fund	\$2,197,558.11
Fund 11	Adult Ed Fund	\$2,657.33
Fund 12	Child Development Fund	\$427.38
Fund 13	Cafeteria Fund	\$91,248.35
Fund 14	Deferred Maintenance Fund	\$21,781.52
Fund 70	Property & Liability Fund	\$25,000.00
		\$2,338,672.69
CFD's	Mello-Roos	\$20,313.45
		\$2,358,986.14

Approval of Consulting Agreements/Purchase Orders/Commercial Warrants

June 22, 2009

Page 2

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

June 22, 2009

CONSULTANT AGREEMENT LISTING 2008-09

No.	Name	Amt.	Dates	Services To Be Provided	Funding Source
1. *	Stradling Yocca Carlson & Rauth	\$50,000	6/22/09 to 6/30/09	Legal Services General School Facility Issues	General Fund
2. *	NMG Geotechnical, Inc.	\$5,675	6/22/09	Precise Grading & Post Grading Construction Field Improvements at San Juan Hills High School	Mello Roos
3. *	PJHM Architects Southwest, Inc.	\$2,868	6/23/09	Architectural Services for Stadium II Track & Bleachers at San Juan Hills High School	Mello Roos CFD 98-2
4.	STEP – Naomi Suenaka	\$56,750	5/27/09 – 10/31/10	Interim Deputy Superintendent, Personnel Services	General Fund
5. *	Nathan H. Hunter, PHD	\$3,300	5/1/09 – 6/30/09	Psychoeducational Assessments of CUSD Students	General Fund Special Education

Contract documents are on file in the Purchasing Department.

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano California

June 22, 2009

CONSULTANT AGREEMENT LISTING 2009-10

No.	Name	Amt.	Dates	Services	Funding
1.	YMCA of Orange County, Beach Cities	\$92,000	9/8/09 – 6/30/10	After School Educational & Recreational Programs at Kinoshita Elementary	After School Learning Grant
2.	California Weekly Explorer, Inc.	\$1,010	6/2/10 & 6/7/10	Assembly, “Walk Through the American Revolution” at Marblehead Elementary	Gift Account
3.	T Davis & Associates, Inc.	\$35,000	7/1/09 – 6/30/10	Investigative & Security Services for CUSD	General Fund
4.	Meet the Masters	\$5,224	9/8/09 – 6/23/10	Art Lectures & Classroom Activities at Laguna Niguel Elementary School	PTA
5.	Orange County Therapy Service, Inc.	\$200,000	7/1/09 – 6/30/10	Occupational Therapy Services for CUSD Students	General Fund Special Education
6.	Larry Nelson	\$40,000	7/1/09 – 6/30/10	DSA Inspection Services District Wide	Fund 25

Consultant Agreement Listing 2009/10

June 22, 2009

Page 2

No.	Name	Amt.	Dates	Services	Funding
7.	Larry Nelson	\$40,600	7/1/09 – 6/30/10	DSA Inspection Services at Various CUSD Sites for Close Out of DSA Files	Fund 23
8.	Meet the Masters	\$6,572	9/8/09 – 6/23/10	Art Lectures & Classroom Activities at Ladera Ranch Elementary	PTA
9.	Corvel Enterprise Corp.	\$302,820	7/1/09 – 6/30/12	Worker's Compensation Third Party Administration Including Set Aside Reporting & Medicare Agent Services	General Fund Worker's Comp Insurance
10.	YMCA of Orange County	\$92,000	8/15/09- 6/30/10	Operate After School Program to Implement Educational Component at RH Dana Elementary	After School Learning Grant (ASES)

Contract documents are on file in the Purchasing Department.

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

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2008-09 =====
Board of Trustees Meeting.....JUNE 22, 2009

MELLO - ROOS

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

PO No.	Fund	Vendor	Description	Amount
=====	=====	=====	=====	=====
4787	89	PAUL C MILLER CONSTRUCTION CO	BI:Const/Fac Acq /SCHS	20,313.45
			1 Purchase Orders	\$20,313.45

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2008-09 =====
Board of Trustees Meeting.....JUNE 22, 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
91951	1	GOPHER ATHLETIC	InstMtls/Instrctn/SMS	3,356.81
91952	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Instrctn/St Edwrd	660.00
91953		VOID	VOID	0.00
91954	1	PCI EDUCATIONAL PUBLISHING	InstMtls/SE0thIns/Dstrctwd	433.57
91955	1	ACADEMIC SUPER STORE	InstMtls/SE0thIns/Dstrctwd	246.41
91956	1	WALCH PUBLISHING	InstMtls/SE0thIns/Dstrctwd	234.44
91957	1	ORANGE COUNTY DEPT OF EDUC	InstMtls/PrntPart/Dstrctwd	60.94
91958	1	LAKESHORE LEARNING MATERIALS	InstMtls/SE0thIns/Dstrctwd	148.39
91959	1	LAKESHORE LEARNING MATERIALS	InstMtls/PrntPart/Dstrctwd	482.83
91960	1	EDUCATIONAL LEARNING GAMES.COM	InstMtls/SE0thIns/Dstrctwd	78.12
91961	1	ULINE	SpplsNonI/Warehse /Dstrctwd	519.53
91962	1	GOV CONNECTION INC	SpplsNonI/SupvAdmn/Dstrctwd	187.59
91963	1	CDWG Inc	InstMtls/Instrctn/Del Obis	469.29
91964	1	DELL COMPUTER	InstMtls/Instrctn/Hankey	71.76
91965	1	SEHI COMPUTER	SpplsNonI/PrntPart/Dstrctwd	280.69
91966	1	SEHI COMPUTER	InstMtls/Instrctn/LFMS	618.65
91967	1	SEHI COMPUTER	NonCapEq/Instrctn/Wagon Wh	885.08
91968	1	SCANTRON	SpplsNonI/Sch Adm /FNMS	171.71
91969	1	SEHI COMPUTER	NonCapEq/Instrctn/Marblehd	2,089.32
91970	12	QUALITY LOGO PRODUCTS	InstMtls/Instrctn/Dstrctwd	427.38
91971	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	2,975.19
91972	1	CAMCOR INC	InstMtls/Enterprs/SMS	456.71
91973	1	OFFICE DEPOT	SpplsNonI/Purch /Dstrctwd	300.00
91974	1	AP BY THE SEA	Conf:Ins/Instrctn/Tesoro	675.00
91975	1	SECURITY WORKS	NonCapEq/Instrctn/Dstrctwd	1,250.63
91976	1	PREMIER SCHOOL AGENDAS	InstMtls/Instrctn/Las Palm	2,009.86
91977	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/LFMS	4,180.33
91978	1	DISCOUNT OFFICE SERVICES	SpplsNonI/SupvAdmn/SCHS	474.99
91979	1	DISCOUNT OFFICE SERVICES	SpplsNonI/PuplTran/Dstrctwd	215.44
91980	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	5,998.49
91981	1	EDUCATIONAL RESOURCES	InstMtls/Instrctn/Wagon Wh	221.85
91982	1	PEARSON	SpplsNonI/Spch Aud/Dstrctwd	348.73
91983	1	PEARSON	InstMtls/SE0thIns/Dstrctwd	1,331.38
91984	1	PEARSON	SpplsNonI/Spch Aud/Dstrctwd	353.08
91985	1	DEAFINITELY PROFESSIONAL	Serv&Op /GuidCnsl/Dstrctwd	268.00
91986	1	SOCIAL STUDIES SCHOOL SERVICE	InstMtls/Instrctn/LFMS	69.66
91987	1	DELL COMPUTER	Serv&Op /Instrctn/Wagon Wh	1,077.41
91988	1	EDUCATIONAL RESOURCES	InstMtls/SE0thIns/Dstrctwd	251.22
91989	1	SAN JOAQUIN CTY OFFICE OF EDUC	Serv&Op /Prsnl:HR/Dstrctwd	400.00
91990	1	JAMF SOFTWARE	SpplsNonI/TIS /Dstrctwd	7,079.63
			SpplsNonI/Sch Adm /Dstrctwd	16,519.12
91991	1	K12 SOFTWARE	InstMtls/Instrctn/Wagon Wh	1,631.25
91992	1	TECH4LEARNING	InstMtls/Instrctn/Wagon Wh	579.87
91993	1	APPLE COMPUTER INC	InstMtls/Instrctn/LFMS	1,941.19
91994	1	MIND RESEARCH INSTITUTE	Serv&Op /Sch Adm /Del Obis	2,582.81

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2008-09 =====
Board of Trustees Meeting.....JUNE 22, 2009

PO No.	Fund	Vendor	Description	Amount
91995	1	SEHI COMPUTER	NonCapEq/Instrctn/Dstrctwd	3,978.31
91996	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	3,568.03
91997	1	PITSCO INC.	InstMtls/Instrctn/LFMS	300.58
91998	1	DELL COMPUTER	InstMtls/Instrctn/Palisade	28,351.40
91999	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Wagon Wh	31,915.10
92000	1	HALLAM, JOHN	InstMtls/Instrctn/Tesoro	607.66
92001	1	ALL 4 DVD	Conf:Ins/Instrctn/Dstrctwd	799.00
92002	1	ORANGE COUNTY DEPT OF EDUCAT	Serv&Op /Instrctn/SMS	490.00
92003	1	US GAMES	SplsNonI/Sch Adm /Hiddn Hl	73.95
92004	1	PSOC-WATERLINES TECHNOLOGIES	SplsNonI/RR:Bldgs/Dstrctwd	50,000.00
92005	1	SEHI COMPUTER	InstMtls/Instrctn/ANHS	611.39
92006	1	DISC MAKERS	InstMtls/Instrctn/LFMS	240.33
92007	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LFMS	479.59
92008	1	DELL COMPUTER	InstMtls/Instrctn/Del Obis	332.56
92009	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Enterprs/NHMS	372.13
92010	1	CARD INTEGRATORS	SplsNonI/PuplTran/Dstrctwd	669.88
92011	1	SEHI COMPUTER	SplsNonI/SupvAdmn/Dstrctwd	886.24
92012	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/SupvAdmn/Dstrctwd	523.41
92013	1	ALLIANCE DATACOM	InstMtls/Instrctn/Del Obis	2,200.00
92014	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Del Obis	3,989.39
92015	11	DOCU MEDIA GROUP	SplsNonI/Sch Adm /Dstrctwd	85.14
92016	1	EDUCATIONAL RESOURCES	Serv&Op /Instrctn/Wagon Wh	1,630.16
92017	1	CSBA'S PRACTI-CAL	Serv&Op /SupvAdmn/Dstrctwd	10,000.00
92018	11	HOLT MCDUGAL	InstMtls/Instrctn/Dstrctwd	65.79
92019	1	ACE EDUCATIONAL SUPPLIES	InstMtls/Instrctn/San Juan	3,767.92
92020	1	PEARSON LEARNING	InstMtls/Instrctn/San Juan	7,068.25
92021	1	CAMBIUM LEARNING	InstMtls/Instrctn/San Juan	1,362.56
92022	1	PEARSON AGS GLOBE	NonCapEq/Instrctn/San Juan	4,752.91
92023	1	NATIONAL SCHOOL PRODUCTS	InstMtls/Instrctn/San Juan	1,036.08
92024	11	HOUGHTON MIFFLIN CO	InstMtls/Instrctn/Dstrctwd	179.43
92025	11	BUDGETEXT	InstMtls/Instrctn/Dstrctwd	366.20
92026	1	HIGHSMITH CO INC	InstMtls/Instrctn/Hiddn Hl	170.73
92027	1	MARSHALL MUSIC	InstMtls/Instrctn/LFMS	213.80
92028		VOID	VOID	0.00
92029	11	BUDGETEXT	InstMtls/Instrctn/Dstrctwd	880.77
92030	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/Dstrctwd	3,330.53
92031	1	BRIDGES TRANSITIONS CO.	SplsNonI/SupvAdmn/Dstrctwd	806.69
92032	1	CORPORATE EXPRESS	InstMtls/Instrctn/BAMS	423.04
92033	1	CORPORATE EXPRESS	InstMtls/Instrctn/Tesoro	202.73
92034	1	SOUTHPAW ENTERPRISES INC	SplsNonI/HlthServ/Dstrctwd	36.10
92035	1	SOUTHPAW ENTERPRISES INC	SplsNonI/HlthServ/Dstrctwd	159.20
92036		VOID	VOID	0.00
92037	1	ORANGE COUNTY MONSTER CARTS	Rntl:Oth/Sch Adm /ANHS	747.46
92038	1	CALIFORNIA WESTERN VISUALS	SplsNonI/SupvAdmn/Dstrctwd	3,129.78
92039	1	GENERATOR SERVICES CO INC	Serv&Op /RR:Bldgs/Dstrctwd	9,399.78
92040	1	CERTIFIED TRANSPORTATION	Charter /DW Undst/Dstrctwd	15,000.00
92041	1	DELL COMPUTER	NonCapEq/Instrctn/Hiddn Hl	27,474.34
92042	1	DELL COMPUTER	InstMtls/Instrctn/Las Palm	31,616.47
92043	1	ACADEMIC SUPER STORE	InstMtls/Instrctn/LRMS	350.66
92044	1	SEHI COMPUTER	SplsNonI/Enterprs/NHMS	666.54

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2008-09 =====
Board of Trustees Meeting.....JUNE 22, 2009

PO No.	Fund	Vendor	Description	Amount
92045	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/FNMS	5,152.15
92046	1	SOUTHERN COUNTIES OIL CO	Ppl Tran/PuplTran/Dstrctwd	30,000.00
92047	1	TIFCO INDUSTRIES	SplsNonI/Dist Veh/Dstrctwd	3,000.00
92048		VOID	VOID	0.00
92049	1	EDUCATIONAL RESOURCES	NonCapEq/Instrctn/ANHS	167.68
92050	1	CDWG Inc	NonCapEq/Instrctn/Wagon Wh	10,712.96
92051	1	CDWG Inc	InstMtls/Instrctn/Crn Vlly	5,209.13
92052	1	MCMAHAN DESK INC	SplsNonI/SupvAdmn/Dstrctwd	418.92
92053	1	CDWG Inc	NonCapEq/Instrctn/Reilly	1,041.83
92054	1	ROADWAYS INT INC	Charter /DW Undst/Dstrctwd	20,000.00
92055	1	SOUTHERN CALIFORNIA GRAY LINE	Charter /DW Undst/Dstrctwd	20,000.00
92056	1	CDWG Inc	NonCapEq/Instrctn/Del Obis	5,209.13
92057	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/Chaparral	3,574.61
92058	1	HERTZ FURNITURE SYSTEMS	SplsNonI/Enterprs/Reilly	3,571.35
92059	1	CLARK SECURITY PRODUCTS	SplsNonI/RR:Bldgs/Dstrctwd	20,839.22
92060	14	LENNOX INDUSTRIES INC	SplsNonI/RR:Bldgs/ANHS	18,181.52
92061	1	CDWG Inc	NonCapEq/Instrctn/OsoGrand	5,206.95
92062	1	PLAYPOWER LT FARMINGTON INC.	Rntl:Oth/RR:Bldgs/Lobo	3,502.55
92063	1	PLAYPOWER LT FARMINGTON INC.	Rntl:Oth/RR:Bldgs/Arroyo V	1,602.70
92064	1	CDWG Inc	NonCapEq/Instrctn/Tijeras	3,125.48
92065	1	MAJOR CLEANUP INC	Rntl:Oth/RR:Bldgs/Tesoro	1,075.00
92066	1	CDWG Inc	NonCapEq/Instrctn/San Juan	31,254.75
92067	1	BOYCE INDUSTRIES	Rntl:Oth/PuplTran/Dstrctwd	203.00
92068	1	CDWG Inc	InstMtls/Instrctn/Benedict	3,905.21
92069	1	A Z BUS SALES INC	Ppl Tran/PuplTran/Dstrctwd	5,800.00
92070	1	CDWG Inc	NonCapEq/Instrctn/Hiddn Hl	10,330.18
92071	1	FREEWAY AUTO SUPPLY & MACHINE	SplsNonI/Dist Veh/Dstrctwd	500.00
92072	1	CAL-STATE AUTO PARTS INC	Ppl Tran/PuplTran/Dstrctwd	1,500.00
			SplsNonI/Dist Veh/Dstrctwd	1,500.00
92073	1	CDWG Inc	NonCapEq/Instrctn/LF Elem	5,209.13
92074	1	FLEET SERVICE SPECIALISTS LLC	Rntl:Oth/PuplTran/Dstrctwd	4,500.00
92075	1	CDWG Inc	NonCapEq/Instrctn/GrgWhite	6,250.95
92076	1	ACCURATE AIR ENGINEERING	Rntl:Oth/PuplTran/Dstrctwd	265.00
92077	1	CDWG Inc	InstMtls/Instrctn/Bathgate	2,603.48
92078	1	GOV CONNECTION INC	InstMtls/SEOthIns/Dstrctwd	133.59
92079	1	SCHAEFFER MFG	Ppl Tran/PuplTran/Dstrctwd	2,345.00
			SplsNonI/Dist Veh/Dstrctwd	1,155.00
92080	1	RINCON TRUCK PARTS	Rntl:Oth/Dist Veh/Dstrctwd	6,000.00
92081	1	TUTTLE-CLICK FORD	Rntl:Oth/Dist Veh/Dstrctwd	5,000.00
92082	1	PRECISION TUNE AUTO CARE	Rntl:Oth/Dist Veh/Dstrctwd	6,000.00
92083	1	ORANGE COUNTY TANK TESTING	Serv&Op /Dist Veh/Dstrctwd	6,000.00
92084	1	PARKHOUSE TIRE INC.	Ppl Tran/PuplTran/Dstrctwd	4,000.00
92085	1	ARAMARK UNIFORM SERVICE	Serv&Op /PuplTran/Dstrctwd	2,000.00
92086	1	INTERSTATE BATTERIES	Ppl Tran/PuplTran/Dstrctwd	1,500.00
92087	1	LIFETIME MEMORY PRODUCTS INC	InstMtls/PrntPart/Dstrctwd	52.20
92088	1	DHARMA TRADING CO	InstMtls/Instrctn/SMS	487.02
92089	1	GREAT MUSIC PRODUCTS	InstMtls/Instrctn/LFMS	391.50
92090	1	CDWG Inc	NonCapEq/Instrctn/Malcom	5,209.13
92091	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/Hiddn Hl	957.00
92092	1	TROXELL COMMUNICATIONS INC	SplsNonI/SupvAdmn/San Juan	5,985.60

Board of Trustees Purchase Order Listing
----- Fiscal Year: 2008-09 -----
Board of Trustees Meeting.....JUNE 22, 2009

PO No.	Fund	Vendor	Description	Amount
92093	1	CDWG Inc	NonCapEq/Instrctn/Lobo	684.04
92094	1	KK MUSIC STORE	InstMtls/Instrctn/LFMS	808.70
92095	1	PSOC-WATERLINES TECHNOLOGIES	SpplsNonI/RR:Bldgs/Dstrctwd	20,000.00
92096	1	SPEAK, JOHN V	InstMtls/Instrctn/SMS	130.00
92097	1	CDWG Inc	NonCapEq/Instrctn/GrgWhite	2,083.65
92098	1	CDWG Inc	NonCapEq/Instrctn/Lobo	6,250.95
92099	1	ULINE	SpplsNonI/Grph Art/Dstrctwd	44.59
92100	1	CDWG Inc	NonCapEq/Instrctn/Lgna Nig	12,501.90
92101	1	FLEET SERVICE SPECIALISTS LLC	Rntl:Oth/PuplTran/Dstrctwd	1,415.65
92102	1	P F SERVICES INC	Rntl:Oth/PuplTran/Dstrctwd	225.00
92103	1	BLAIRS TOWING	Serv&Op /PuplTran/Dstrctwd	1,700.00
92104	1	CDWG Inc	NonCapEq/Instrctn/Wagon Wh	1,041.83
92105	1	CDWG Inc	NonCapEq/Instrctn/Bergeson	12,239.81
92106	1	DIGITAL NETWORKS GROUP	NonCapEq/Instrctn/Lgna Nig	2,851.53
92107	1	CDWG Inc	InstMtls/Instrctn/GrgWhite	433.91
92108	1	TRANSPORTATION CHARTER SERVICE	Charter /DW Undst/Dstrctwd	48,000.00
92109	1	CDWG Inc	NonCapEq/Instrctn/Wood Cyn	8,334.60
92110	1	PACIFIC COACHWAYS	Charter /DW Undst/Dstrctwd	6,000.00
92111	1	GOLD COAST HOT DOGGER TOURS	Charter /DW Undst/Dstrctwd	5,000.00
92112	1	ORANGE UNIFIED SCHOOL DISTRICT	Charter /DW Undst/Dstrctwd	5,000.00
92113	1	CDWG Inc	NonCapEq/Instrctn/Hankey	17,012.85
92114	1	CDWG Inc	InstMtls/Instrctn/Ambuehl	3,905.21
92115	1	PRUDENTIAL OVERALL SUPPLY	SpplsNonI/Grph Art/Dstrctwd	270.00
92116	1	INTERNATIONAL PRESS SERVICE	Rntl:Oth/Grph Art/Dstrctwd	165.00
92117	1	PRIORITY MAILING SYSTEMS	Rntl:Oth/Warehse /Dstrctwd	1,625.81
92118	1	RED WING SHOE STORE	Serv&Op /PuplTran/Dstrctwd	1,000.00
92119	1	WIDEX	SpplsNonI/HlthServ/Dstrctwd	237.50
92120	1	AUDITORY INSTRUMENTS	SpplsNonI/HlthServ/Dstrctwd	335.38
92121	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	180.00
92122	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	180.00
92123	1	DRIVE SOLUTIONS	Rntl:Oth/RR:Bldgs/Dstrctwd	305.00
92124	1	MITY-LITE	SpplsNonI/Enterprs/LadraElm	1,881.10
92125	1	CALIFORNIA DEPT OF EDUCATION	SpplsNonI/SupvAdmn/Dstrctwd	38.57
92126		VOID	VOID	0.00
92127	1	BEARCOM	SpplsNonI/Sch Adm /BAMS	881.94
92128	1	DRIVE SOLUTIONS	Rntl:Oth/RR:Bldgs/Dstrctwd	475.00
92129	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/Ambuehl	3,700.06
92130	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/Hankey	936.16
			InstMtls/Instrctn/Dstrctwd	420.59
92131	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/GrgWhite	5,051.87
			InstMtls/Instrctn/Dstrctwd	891.51
92132	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/Del Obis	2,037.91
92133	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/Concordi	771.33
92134	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/Marblehd	749.20
			InstMtls/Instrctn/Dstrctwd	612.99
92135		VOID	VOID	0.00
92136	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/Wood Cyn	9,146.74
			InstMtls/Instrctn/Dstrctwd	1,614.13
92137	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/Crn Vlly	1,464.77
			InstMtls/Instrctn/Dstrctwd	897.76

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2008-09 =====
Board of Trustees Meeting.....JUNE 22, 2009

PO No.	Fund	Vendor	Description	Amount
92138	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/Castille	32,586.56
92139	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/San Juan	6,608.83
			InstMtls/Instrctn/Dstrctwd	1,166.27
92140	13	HEALTH EDCO / WRS GROUP LTD	CANtrNet/FoodServ/Dstrctwd	1,626.62
92141	13	LAS GOLONDRINAS MEXICAN FOOD	FdPrshbl/FoodServ/Dstrctwd	5,000.00
92142	13	CALIFORNIA DEPT. OF EDUCATION	CANtrNet/FoodServ/Dstrctwd	40.64
92143	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/Dstrctwd	2,045.71
92144	13	DAYDOTS A DIVISION OF ECOLAB	OpSupp /FoodServ/Dstrctwd	31.09
92145	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/Lobo	1,262.26
			InstMtls/Instrctn/Dstrctwd	1,165.17
92146	13	GOLD STAR FOODS	FdPrshbl/FoodServ/Dstrctwd	5,000.00
92147	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/Dstrctwd	12,922.85
92148	13	A & R WHOLESALE DISTRIBUTORS	FdPrshbl/FoodServ/Dstrctwd	4,500.00
92149	13	A & R WHOLESALE DISTRIBUTORS	FdPrshbl/FoodServ/Dstrctwd	70,000.00
92150	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/Hiddn Hl	5,160.26
			InstMtls/Instrctn/Dstrctwd	1,541.37
92151	13	SYSCO FOOD SERVICES	Food Dry/FoodServ/Dstrctwd	5,000.00
92152	70	AMERICAN TECHNOLOGIES	Serv&Op /Enterprs/Dstrctwd	25,000.00
92153		VOID	VOID	0.00
92154	1	AAA AWARDS & MONOGRAM	InstMtls/Instrctn/DHHS	2,740.50
92155	1	CRAIG'S CPR & FIRST AID	SpplsNonI/HlthServ/Dstrctwd	15.23
92156	1	SHAR PRODUCTS COMPANY	InstMtls/Instrctn/LFMS	1,782.89
92157	1	FEDEX NATIONAL LTL	SpplsNonI/Sch Adm /SJHHS	153.00
92158	14	DSA	BI:DSA /Fac Acq /DHHS	3,600.00
92159	1	PAC TYPEWRITER & COMM	SpplsNonI/Prsnl:HR/Dstrctwd	594.81
92160	1	SANTORE, WILLIAM AND KIMBERLY	NPS /NPS /Dstrctwd	25,000.00
92161	13	SCSNA	CnfrNonI/FoodServ/Dstrctwd	50.00
92162	1	TROXELL COMMUNICATIONS INC	SpplsNonI/Sch Adm /Castille	351.26
92163	1	CORPORATE EXPRESS	InstMtls/Aid:Inst/Dstrctwd	114.19
92164	1	SCHOOL SPECIALTY	InstMtls/Instrctn/Wagon Wh	1,163.55
92165	1	WAXIE	St Rcpts/Undesig /Dstrctwd	1,901.10
92166	1	SEHI COMPUTER	St Rcpts/Undesig /Dstrctwd	1,032.96
92167	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	460.88
92168	1	INDUSTRIAL FORMULATORS INC	St Rcpts/Undesig /Dstrctwd	1,644.30
92169	1	PRIMARY PACKAGING RESOURCES	St Rcpts/Undesig /Dstrctwd	186.44
92170	1	CHAMPION CHEMICAL CO	St Rcpts/Undesig /Dstrctwd	2,300.98
92171	1	WEST COAST SOUND SERVICE	Rntl:Oth/RR:Bldgs/Dstrctwd	14,250.00
92172	1	SC RENTALS	Rntl:Oth/RR:Bldgs/Lgna Nig	6,416.00
92173	1	SPICERS PAPER CO	SpplsNonI/Grph Art/Dstrctwd	1,182.48
92174	1	DUNN-EDWARDS CORP	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
92175	1	SIERRA SOIL	SpplsNonI/Op:Grnds/Dstrctwd	2,000.00
92176	1	MYERS SELECT	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
92177	1	DESIGNING MOBILITY ATG	SpplsNonI/HlthServ/Dstrctwd	3,716.91
92178	1	DESIGNING MOBILITY ATG	SpplsNonI/HlthServ/Dstrctwd	2,458.84
92179	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	120.00
92180	1	SOUTHPAW ENTERPRISES INC	SpplsNonI/HlthServ/Dstrctwd	41.10
92181	1	ABILITATIONS	SpplsNonI/HlthServ/Dstrctwd	55.44
92182	1	TRUE GRITS	InstMtls/Instrctn/DHHS	806.39
92183	11	CA DEPT OF EDUCATION ATA #870	Serv&Op /Instrctn/Dstrctwd	1,080.00
92184	1	DEPT OF GENERAL SERVICES	Serv&Op /Prsnl:HR/Dstrctwd	4,067.25

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2008-09 =====
 Board of Trustees Meeting.....JUNE 22, 2009

PO No.	Fund	Vendor	Description	Amount
92185	1	OKIN, BARBARA & STUART	Serv&Op /SE0thIns/Dstrctwd	4,000.00
92186	1	ZABOROWSKI, JEFF AND WENDY	Serv&Op /SE0thIns/Dstrctwd	2,500.00
92187	1	JOSTENS	InstMtls/Instrctn/ANHS	965.45
230 Purchase Orders				\$1,071,499.40

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2009-10 =====
Board of Trustees Meeting.....JUNE 22, 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
290000	1	AP BY THE SEA	Conf:Ins/Instrctn/Tesoro	695.00
290001	1	HARLAND TECHNOLOGY SERVICES	Rntl:Oth/TIS /Dstrctwd	2,041.00
290002	1	EAGLE SOFTWARE	Rntl:Oth/TIS /Dstrctwd	44,650.00
290003	1	EDGEWOOD PRESS INC	InstMtls/Instrctn/Las Palm	864.56
290004	1	PROGRESS PUBLISHERS	InstMtls/Instrctn/Palisade	1,620.75
290005	1	PROGRESS PUBLISHERS	InstMtls/Instrctn/Palisade	598.13
290006	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	7,455.03
290007	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	8,627.95
290008	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	10,335.60
290009	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	18,637.58
290010	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	29,335.04
290011	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	26,030.40
290012	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	18,298.71
290013	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	17,255.91
290014	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	17,226.00
290015	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	7,116.17
290016	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	7,937.72
290017	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	5,742.00
290018	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	5,082.98
290019	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	5,176.77
290020	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	5,742.00
290021	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	28,803.53
290022	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	28,644.80
290023	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	29,475.60
290024	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	30,497.85
290025	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	36,237.40
290026	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	45,170.40
290027	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	23,042.82
290028	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	30,370.40
290029	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	35,217.60
290030	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	22,365.09
290031	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	20,707.09
290032	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	21,436.80
290033	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	29,820.12
290034	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	29,680.16
290035	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	35,983.20
290036	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	25,414.88
290037	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	31,060.63
290038	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	36,366.00
290039	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	22,026.23
290040	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	24,848.51
290041	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	25,264.80
290042	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	7,793.90
290043	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	11,043.78
290044	1	HOLT MCDOUGAL	K-8 Stat/Instrctn/Dstrctwd	14,546.40

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2009-10 =====
Board of Trustees Meeting.....JUNE 22, 2009

PO No.	Fund	Vendor	Description	Amount
290045	1	HOLT MCDOUGAL	9-12 Sta/Instrctn/Dstrctwd	68,138.40
290046	1	HOLT MCDOUGAL	9-12 Sta/Instrctn/Dstrctwd	64,310.40
290047	1	HOLT MCDOUGAL	9-12 Sta/Instrctn/Dstrctwd	60,099.60
290048	1	HOLT MCDOUGAL	9-12 Sta/Instrctn/Dstrctwd	5,742.00
290049	1	HOLT MCDOUGAL	9-12 Sta/Instrctn/Dstrctwd	73,114.80
290050	1	HOLT MCDOUGAL	9-12 Sta/Instrctn/Dstrctwd	58,185.60
290051	1	HOLT MCDOUGAL	9-12 Sta/Instrctn/Dstrctwd	51,295.20

52 Purchase Orders \$1,267,173.29

Board of Trustees Warrant Listing
----- Fiscal Year: 2008-09 -----
Board of Trustees Meeting.....06/22/2009

Warrant Number	Name of Payee	Reference Number	Amount
140030	APPLE COMPUTER INC	PO-091489	9,603.50
		PO-091668	6,225.45
		PO-091681	4,669.09
		PO-091683	2,495.25
		PO-091698	46,371.76
		PO-280445	132.05
140031	CINTAS	PO-282313	105.63
140032	CINTAS CORP	PO-280281	709.46
140033	CITY OF SAN CLEMENTE	PO-280366	13,316.22
140034	CITY OF SAN JUAN CAPISTRANO	PO-091474	10,495.38
140035	DELL MARKETING L P	PO-091462	3,538.94
		PO-091685	448.92
		PO-091736	4,180.67
140036	INTEGRATED BUSINESS SOLUTIONS	PO-091932	1,223.25
140037	MOBILE COMM REPAIR INC	PO-091910	53,025.00
140038	PITNEY BOWES	PO-280936	508.00
140039	PRUDENTIAL OVERALL SUP	PO-281736	20.18
140040	SAN DIEGO GAS & ELECTRIC	PO-280369	75,814.62
140041	SANTA MARGARITA WATER	PO-280346	1,322.71
140042	SMART & FINAL	PO-281976	29.04
140043	SO CAL GAS CO	PO-280345	803.07
140044	SOLAG / CR&R	PO-091245	8,134.59
140045	SPARKLETTS	PO-283028	6.05
140046	THYSSENKRUPP ELEVATOR CORP	PO-091893	3,696.63
140047	ST CLEMENTS CHURCH	PO-091866	500.00
140048	MOBILE MODULAR	PO-281831	610.00
140049	SPARKLETTS	PO-282128	14.35
140050	CUSD REVOLVING CASH	CM-090143	0.49-
		CM-090144	0.37-
		CM-090145	0.75-
		CM-090146	0.72-
		CM-090147	0.64-
		CM-090148	0.61-
		PV-096477	35,682.21
140051	CUSD REVOLVING CASH	PV-096477	60.00
140052	CUSD REVOLVING CASH	PV-096477	50.00
140053	CAFE	PO-091872	399.00
140054	CARSON, JORDANA	PV-096511	27.50
140055	HERITAGE CENTER	PO-280197	1,734.00
140056	KRANTZ, TRICIA ELIZABETH	PO-280103	1,680.00
140057	NEW MANAGEMENT	PO-284197	873.76
140058	OAK GROVE INSTITUTE	PO-091562	1,167.93
		PO-284151	1,038.16
140059	ORANGE COUNTY DEPT OF EDUCATIO	PO-091163	10.00
140060	ORANGE CTY DEPT EDUC	PO-091811	5,000.00

Board of Trustees Warrant Listing
----- Fiscal Year: 2008-09 -----
Board of Trustees Meeting.....06/22/2009

Warrant Number	Name of Payee	Reference Number	Amount
140061	ROBERTS, VICKI	PV-096510	646.86
140062	VAVRINEK TRINE DAY & CO LLP	PO-082931	20,425.23
140063	WINGEN, TAMARAH	PV-096509	1,212.30
140064	YMCA OF ORANGE COUNTY	PO-283463	10,601.69
140065	DRIVE SOLUTIONS	PO-091121	3,000.00
		PO-091302	750.00
140066	1ST JON	PO-281363	256.62
140067	ACOUSTICAL MATERIAL SERVICES	PO-280261	709.92
140068	ALPHA SOUND AND LIGHTING	PO-280263	1,199.97
140069	ANAHEIM BAND INSTRUMENTS	PO-283766	14.14
140070	ARTESIA SAWDUST	PO-091704	2,528.44
140071	B & H PHOTOGRAPHY	PO-091671	3,552.00
140072	BETTER BUSINESS RECORDS	PO-091473	40.88
140073	BOYCE INDUSTRIES	PO-281420	1,342.20
140074	CDWG Inc	PO-091391	84.93
		PO-280446	54.22-
140075	DISCOUNT OFFICE SERVICES	PO-091700	18.47
140076	EDUCATIONAL RESOURCES	PO-091516	8,966.11
140077	EXECUTIVE ENVIRONMENTAL SVCS	PO-091876	1,370.50
140078	GANAHL LUMBER	PO-280405	2,067.42
140079	HIRSCH PIPE & SUPPLY	PO-280350	944.80
140080	JOHNSTONE SUPPLY	PO-091663	12,156.44
140081	LAWNMOWERS ETC	PO-283940	1,337.63
140082	LIFETIME MEMORY PRODUCTS INC	PO-091259	259.37
		PO-091326	23.93
		PO-091467	43.50
140083	LOCAL JANITORIAL & VACUUM	PO-281425	324.10
140084	BENHAM, MICHELLE	PV-096500	53.21
140085	DE LA TORRE, LAURA	PV-096501	71.00
140086	FRIEDKIN, SASHA	PV-096502	15.00
140087	GINSBERG-BROWN, CLAUDIA	PV-096503	104.49
140088	HENRY, JUDITH	PV-096504	195.00
140089	KRISTICK, KEVIN	PV-096505	18.00
140090	LELITO, KIM	PV-096507	15.00
140091	KENNEMUR, ROBERT	PV-096506	115.00
140092	AT&T	PO-282495	5.14
140093	AT&T-CALNET2	PO-283838	267.80
140094	MISSION VIEJO GLASS	PO-091352	790.00
		PO-091645	440.00
140095	MUSIC IN MOTION	PO-091552	862.90
140096	OFFICE DEPOT	PO-091693	29.35
		PO-091767	100.88
		PO-282488	252.27
140097	PETRO DIAMOND INC	PO-281373	20,071.76

Board of Trustees Warrant Listing
===== Fiscal Year: 2008-09 =====
Board of Trustees Meeting.....06/22/2009

Warrant Number	Name of Payee	Reference Number	Amount
140098	RALPHS GROCERY CO	PO-090725	21.87
		PO-281988	119.65
		PO-282019	37.13
		PO-284025	45.35
140099	SAF-COM SUPPLY	PO-091730	480.00
		PO-280372	13.05
140100	SMARDAN SUPPLY COMPANY	PO-091662	2,429.87
140101	SO COAST DISTRIBUTING CO	PO-281417	546.96
140102	SPICERS PAPER CO	PO-280390	337.67
140103	SUBSCRIPTION SERVICES OF	PO-091691	692.49
140104	YOSEMITE WATER	PO-280998	66.50
140105	RALPHS GROCERY CO	PO-090414	336.89
		PO-090417	50.54
		PO-090419	164.08
		PO-280735	64.48
		PO-282677	154.54
140106	SONICWISE	PO-091527	443.23
140107	ATKINSON ANDELSON LOYA	PO-091182	12,814.68
140109	YACOVONE, GREGG AND ALLISON	PO-091142	7,000.00
140110	DELL MARKETING L P	PO-091752	644.89
		PO-091778	133.10
		PO-091779	133.10
		PO-091840	89.78
140111	IKON FINANCIAL SERVICES	PO-280561	973.32
		PO-280821	1,359.38
		PV-096518	897.20
140112	IMAGE 2000	PO-280115	70.62
		PO-280347	81.00
140113	MOULTON NIGUEL WATER	PO-280365	3,254.66
140114	MWB BUSINESS SYSTEMS	PO-281034	607.58
140115	SAN DIEGO GAS & ELECTRIC	PO-280369	99,770.27
140116	SMART & FINAL	PO-090518	97.64
		PO-091715	57.00
		PO-282017	29.61
		PO-282455	108.19
140117	SO CAL GAS CO	PO-280345	412.79
140118	AP BY THE SEA	PO-091974	675.00
140119	GOODWILL INDUSTRIES OF O.C.	PO-091940	120.00
140120	RUTAN & TUCKER	PO-090586	5,980.97
140121	STEIN, CHRISTINE E	PO-090076	320.00
140122	YMCA OF ORANGE COUNTY	PO-281894	10,769.77
140123	GREER, JILL	PV-096520	231.60
140124	H2O SPOT	PV-096521	560.00
140125	MAD SCIENCE	PV-096522	12,250.56
140126	SAFFORD, MARGARET	PV-096519	3,192.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2008-09 =====
Board of Trustees Meeting.....06/22/2009

Warrant Number	Name of Payee	Reference Number	Amount
140127	STEIN, CHRISTINE E	PO-280985	6,560.00
140128	DEPT OF GENERAL SERVICES	PO-091770	45.77
140129	YMCA OF ORANGE COUNTY	PO-281139	9,039.10
140130	PJHM ARCHITECTS SOUTHWEST INC	PO-091809	3,500.00
140131	BERGMAN & DACEY INC	PO-091370	24,015.20
140132	GILBERT & STEARNS INC	PV-096523	1,947.72
140133	PJHM ARCHITECTS SOUTHWEST INC	PO-091373	1,885.00
		PO-091819	1,540.73
140134	B & H PHOTOGRAPHY	PO-091332	2,750.00
140135	CLEAN ENERGY	PO-090558	7,561.13
		PO-091895	6,975.45
140136	CRESTLINE SPECIALTIES CO INC	PO-091037	262.39
140137	EPOLY STAR	PO-090220	6,546.75
140138	FEDERAL EXPRESS CORP	PO-280932	2,375.97
140139	FLAGHOUSE INC	PO-091720	53.45
140140	INDUSTRIAL FORMULATORS INC	PO-091676	3,975.55
140141	LINGUI SYSTEMS INC	PO-091719	98.85
140142	OCEAN INSTITUTE	PO-091061	991.00
140143	CAPISTRANO UNIFIED SCHOOL DIST	PO-280222	54,112.63
140144	METROPOLITAN EMPLOYEES	PO-280223	3,674,987.01
		PO-280224	23,448.00
140145	AT&T	PO-282495	19.82
140146	MARK LITTLEPAGE	PO-091894	2,567.25
140147	MISSION VIEJO GLASS	PO-091352	375.00
140148	MOBILE FLEET WASH	PO-281051	806.00
140149	ONE STOP BINDERY	PO-280387	80.00
140150	PEPPER-LOS ANGELES, J W	PO-090361	48.94
140151	PSOC-WATERLINES TECHNOLOGIES	PO-092004	8,692.49
140152	QUICK SORT INC	PO-280930	494.99
140153	RALPHS GROCERY CO	PO-281599	31.48
140154	RED WING SHOE STORE	PV-096524	200.00
140155	SAN JOAQUIN CTY OFFICE OF EDUC	PO-091989	400.00
140156	SOCIAL STUDIES SCH SERV	PO-091986	69.66
140157	SOUTHERN COUNTIES OIL CO	PO-091222	16,081.85
140158	STATE WATER RES CTRL BRD	PO-281887	1,008.00
140159	TIFCO INDUSTRIES	PO-090560	256.39
140160	UNISOURCE CORP	PO-091747	1,018.41
140161	WAL MART COMMUNITY	PO-091316	200.00
		PO-091318	78.21
140162	WAL MART COMMUNITY	PO-091456	346.14
		PO-280684	237.06
		PO-280686	106.96
140163	WESTERN GRAPHIX	PO-280362	350.00
140164	TELEPARENT EDUCATIONAL SYSTEMS	PO-091945	250.00
140165	RALPHS GROCERY CO	PO-282677	27.64

Board of Trustees Warrant Listing
===== Fiscal Year: 2008-09 =====
Board of Trustees Meeting.....06/22/2009

Warrant Number	Name of Payee	Reference Number	Amount
140166	WAL MART COMMUNITY	PO-280100	198.27
		PO-280723	8.07
		PO-280729	55.86
		PO-280730	96.19
140167	WAL MART COMMUNITY	PO-280683	180.34
		PO-280728	158.30
		PO-282320	170.59
140168	A Z BUS SALES INC	PO-092069	5,756.17
140169	APPLE COMPUTER INC	PO-091682	3,112.73
		PO-091762	1,627.99
140170	BANC OF AMERICA LEASING	PO-280830	915.87
		PO-280995	431.00
140171	CINTAS	PO-282313	159.99
140172	CINTAS CORP	PO-280281	663.96
		PO-281626	121.98
140173	CONSOLIDATED ELECT DISTR	PO-280243	4,291.89
140174	DELL MARKETING L P	PO-091667	5,722.73
		PO-091763	102.87
		PO-091987	1,077.41
140175	IMAGE 2000	PO-280347	841.26
		PO-282010	392.82
		PO-283404	400.93
		PO-283851	481.40
		PO-284203	129.36
140176	MARLIN LEASING	PO-280563	253.21
		PO-280801	290.93
		PO-281268	534.43
140177	MOULTON NIGUEL WATER	PO-280365	3,605.10
140178	MWB BUSINESS SYSTEMS	PO-281146	275.83
140179	ORANGE COUNTY PROBATION DEPT	PO-091703	4,400.00
140180	PAC TYPEWRITER & COMM	PO-091892	101.12
		PO-280343	65.38
140181	PACIFIC COACHWAYS	PV-096563	4,699.50
140182	PRUDENTIAL OVERALL SUP	PO-091712	17.53
		PO-092115	81.38
		PO-281736	25.43
140183	SAN DIEGO GAS & ELECTRIC	PO-280369	135,412.77
140184	SANTA MARGARITA WATER	PO-280346	14,515.78
140185	SHARP ELECTRONICS CORP	PO-282486	310.59

Board of Trustees Warrant Listing
***** Fiscal Year: 2008-09 *****
Board of Trustees Meeting.....06/22/2009

Warrant Number	Name of Payee	Reference Number	Amount
140186	SMART & FINAL	PO-090518	126.44
		PO-090948	122.89
		PO-091715	338.00
		PO-280818	25.06
		PO-281598	20.55
		PO-282017	42.91
		PO-282386	252.06
140187	SO CAL EDISON CO	PO-280363	3,759.41
140188	SO CAL GAS CO	PO-280345	4,615.78
140189	THE BANK OF NEW YORK TRUST CO	PO-284229	55,263.29
140190	THYSSENKRUPP ELEVATOR CORP	PO-091893	265.00
140191	TRANSPORTATION CHARTER SERVICE	PV-096564	22,697.50
140192	TROXELL COMM INC	PO-091111	1,083.17
140193	UNION BANK OF CALIFORNIA	PO-281900	12,096.84
140194	XEROX CORPORATION	PO-283180	33.04
		PO-283542	116.09
140195	ACES	PO-280883	970.00
		PO-282159	1,958.75
140196	AUTISM SPECTRUM THERAPIES	PO-281214	3,633.75
140197	BEACH M.A. CCC-SLP, JOELLE	PO-284134	805.00
140198	BERG RYAN OD MS ED, JULIE	PO-091450	190.00
		PO-091812	570.00
140199	CARES	PO-280190	1,739.53
		PO-281727	195.00
140200	CREATIVE SOLUTIONS FOR AUTISM	PO-090212	1,587.50
140201	EDUCATIONAL BASED SERVICES	PO-281802	5,022.00
140202	ESCO EAR SERVICE CORP	PO-092121	180.00
		PO-092122	180.00
140203	GOODWILL INDUSTRIES	PO-091396	10,890.00
140204	HEAR NOW dba	PO-280137	4,122.50
140205	LEISURE CARE	PO-280186	5,681.00
140206	MCILLVAIN, STEPHANIE & PATRICK	PO-090191	325.00
140207	MENDE PSY.D, SYLVIA	PO-280427	4,353.75
140208	MERRYMAN, STEVE	PO-282850	901.75
140209	ORANGE CTY DEPT EDUC	PO-281798	318,907.40
140210	ORANGE CTY TESTING SERV	PO-281669	47.00
140211	PIERSON, CHRISTOPHER	PO-090607	452.63
140212	ROSS, JAMES AND NANCY	PO-091138	2,685.00
140213	SPEECH PATHOLOGY GROUP INC	PO-283810	4,122.50
140214	VISITING NURSE ASSOC	PO-090351	170.00
140215	MANCHA, MARIAH	PV-096589	70.00
140216	MAYBERRY, CHRISTIAN	PV-096591	84.00
140217	MENDOZA, VICTOR	PV-096584	69.00
		PV-096585	30.00
140218	MILLER, THOMAS	PV-096590	47.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2008-09 =====
Board of Trustees Meeting.....06/22/2009

Warrant Number	Name of Payee	Reference Number	Amount
140219	NAYEBAZIZ, SAHAND	PV-096596	15.00
140220	NEAL-TAN, COLBY MICHAEL	PV-096588	82.00
140221	PEREZ, ERNESTO	PV-096593	87.00
140222	RIVERS, EDWIN	PV-096587	15.00
140223	SPELBER, MICHAEL	PV-096586	210.99
140224	STEIN, CHARLA	PV-096583	352.67
140225	STEINFELD, SHELBY	PV-096597	18.00
140226	TORRES, JESSICA	PV-096592	15.00
140227	UNDERWOOD, STEVE	PV-096594	12.00
140228	VILLACRESES, NICHOLAS	PV-096600	68.00
140229	VISCA, CURT	PV-096598	26.37
140230	WEATHERS, JESSICA	PV-096599	18.00
140231	ROBERTS, LAUREN	PV-096595	155.47
140232	CMRS-TMS	PO-280926	25,000.00
140233	MAJOR CLEANUP INC	PO-091306	2,190.00
		PO-092065	1,075.00
140234	MCGRAW-HILL COMPANIES	PO-091066	4,335.58
		PO-091235	1,039.92
		PO-091247	3,358.74
140235	NATIONAL CONTROLS INC	PO-280294	2,007.95
140236	OCDE/MEDIA SERVICES	PO-283535	11.57
		PO-283620	69.45
140237	P & R PAPER SUPPLY COMPANY	PO-090307	6,601.13
140238	P F SERVICES INC	PO-092102	225.00
140239	PAPER DIRECT	PO-091651	52.92
140240	PHONAK INC	PO-090544	1,708.82
		PO-091024	117.36
		PO-091200	109.49
		PO-091546	100.00
		PO-091849	279.00
		PO-091852	21.49
140241	QUALITY PRODUCTS	PO-283278	218.20
140242	SAFETY KLEEN CORP	PO-280710	274.20
		PO-280711	349.98
		PO-280712	499.76
140243	SANTA FE JEWELERS SUPPLY	PO-091151	269.50
140244	SCANTRON SERVICE GROUP	PO-091504	45.51
		PO-091695	55.46
		PO-280471	436.16

Board of Trustees Warrant Listing
===== Fiscal Year: 2008-09 =====
Board of Trustees Meeting.....06/22/2009

Warrant Number	Name of Payee	Reference Number	Amount
140245	SEHI COMPUTER	PO-091100	114.00
		PO-091278	618.23
		PO-091505	73.28
		PO-091575	519.82
		PO-091576	618.23
		PO-091578	591.28
		PO-091599	144.63
		PO-091696	174.30
		PO-091697	884.66
		PO-091777	94.06
		PO-282014	417.14
140246	SPORTS FACILITIES GROUP INC	PO-280393	1,450.00
140247	WAL MART COMMUNITY	PO-280728	58.99
140248	CITY OF SANTA ANA	PO-091154	227.00
140249	CITY OF SANTA ANA	PO-091454	270.00
		PO-284044	276.00
140250	IMAGINATION MACHINE, THE	PO-090228	595.00
140251	KNOTT'S BERRY FARM	PO-090807	712.50
140252	METAMORPHOSIS ENTERPRISES	PO-090135	725.00
140253	MISSION SAN JUAN CAPISTRANO	PO-090809	408.00
140254	OCEAN INSTITUTE	PO-283503	1,238.00
		PO-283767	694.00
		PO-283768	1,041.00
140255	ORANGE COUNTY DEPT OF EDUCATIO	PO-090947	544.00
140256	ORANGE COUNTY PERFORMING ARTS	PO-090247	400.00
		PO-091821	850.00
140257	ORANGE CTY DEPT EDUC	PO-091097	705.00
		PO-282189	24,490.00
		PO-284011	522.00
		PO-284133	577.00
		PO-284143	903.75
140258	PALI MOUNTAIN INSTITUTE	PO-283695	40,002.50
140259	PRIMARY FOCUS	PO-091085	900.00
140260	AP BY THE SEA	PV-096607	675.00
140261	ARISTO, ROBERT	PV-096622	13.75
140262	HARRAMAN, RUSSEL & IVANA	PV-096627	86.09
140263	HIGHTOWER, SHERLIN	PV-096618	30.80
		PV-096619	329.76
140264	HRIBAR-KELLY, NATALIE	PV-096616	214.95
140265	LEWIS, RACHAEL A.	PV-096610	27.50
140266	STRICKLAND, GERRY	PV-096617	547.85
		PV-096623	539.73
140267	TARKINGTON, CONNIE	PV-096620	31.18
140268	WIEDEMAN, LORI	PV-096621	25.85
140269	CALIFORNIA EDUCATIONAL CENTERS	PV-096626	3,443.30

Board of Trustees Warrant Listing
===== Fiscal Year: 2008-09 =====
Board of Trustees Meeting.....06/22/2009

Warrant Number	Name of Payee	Reference Number	Amount
140270	DISCOVERING SCIENCE COMPANY	PV-096625	4,550.88
140271	WILLA'S ART	PV-096624	554.40
140272	BEE MAN	PO-280269	475.00
140273	BETTER BUSINESS RECORDS	PO-091473	41.64
140274	CAL-WESTERN SIGN CO	PO-280276	1,957.50
140275	CDWG Inc	PO-091598	1,022.47
140276	COMPLETE DRUG & DNA TESTING	PO-281196	3,900.00
		PO-281197	2,485.00
140277	CORPORATE EXPRESS	PO-091556	462.99
		PO-280428	93.96
		PO-280772	75.85
		PO-281786	117.97
		PO-282194	67.14
140278	DEWEYS HOME APPLIANCES	PO-091709	1,456.14
140279	DISCOUNT OFFICE SERVICES	PO-091978	474.99
		PO-282332	750.09
		PO-282461	373.97
140280	DUNN-EDWARDS CORP	PO-091353	4,204.43
140281	ELLISON EDUC EQUIP	PO-091688	744.67
140282	FEDERAL EXPRESS CORP	PO-280932	382.57
140283	HAAN CRAFTS	PO-282018	342.71
140284	JOSTENS	PO-090927	11.62
140285	KELLY PAPER COMPANY	PO-091398	1,247.01
140286	KNORR SYSTEMS INC	PO-091114	7,042.20
		PO-091479	11,871.00
		PO-282623	594.92
140287	LAWNMOWERS ETC	PO-283940	364.02
140288	JOSTENS	PO-091195	114.63
140289	ADLER, MARK	PV-096615	15.00
140290	ALVEREZ, ARCADIO	PV-096608	17.00
140291	BLANKENSHIP, TIFFANY	PV-096601	20.00
140292	BRYANT, TRINITY	PV-096612	13.60
140293	GARCIA, GARRETT	PV-096609	20.00
140294	GRUBB, SUSAN	PV-096614	15.00
140295	HAFFNER, STEPHANIE	PV-096604	18.00
140296	HASIRCOGLU, JONATHAN	PV-096613	20.00
140297	HAYES, KATHERINE	PV-096602	10.00
140298	JERGENSEN, ASHLEY	PV-096605	14.00
140299	KAMAI, ASHLEY	PV-096606	7.00
140300	KOENING, LORAN	PV-096611	68.00
140301	CORVEL ENTERPRISE COMP INC	PO-280209	135,521.76
140302	CAPISTRANO UNIFIED SCHOOL DIST	PO-280222	52,357.67
140303	RELIANCE STANDARD LIFE INS CO	PO-280217	14,752.50
140304	UNUM LIFE INSURANCE	PO-280218	10,013.85
140305	VISION SERVICE PLAN	PO-280219	80,027.92
275 Warrants			\$5,568,564.76

**Capistrano Unified School District
Bids/Contracts**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 0708-21 Grocery Products	5/12/2008
A&R Wholesale Distributors, Inc.	Bid No. 0708-24 Snack and Beverage Products	5/12/2008
Achieve! Data Solutions, LLC	RFP No. 7-0708 Instructional Student Assessment Data Management System	2/11/2008
American Logistics Co., LLC	Bid No. 0607-06 Outsource Transportation Services	9/11/2006
Ball Park Pizza Team, Inc.	Bid No. 0809-03 Pizza Service	11/3/2008
Berkeley Street Beverage Company	Bid No. 0708-23 Frozen Beverage Service	6/16/2008
Blue Bird Corporation	Waterford USD School Bus Bid	12/11/2006
Brandon Advertising, Inc. dba Amore Pizza	Bid No. 0809-03 Pizza Service	11/3/2008
Cabral Roofing & Waterproofing Corporation	Bid No. 0809-06 Roof Repair & Maintenance	7/21/2008
CDW Government, Inc.	Bid No. 0607-13 Audio Visual Equipment	6/25/2007
Coca-Cola Bottling Company of Southern California	Bid No. 0708-08 Vending And Beverage Service	11/5/2007
Collins & Aikman Floorcoverings, Inc.	Bid No. 0708-05 Flooring Materials and Installation	6/25/2007
Commercial Fence & Iron Works, Inc.	Bid No. 0708-04 Fencing Materials, Repair, and Installation	6/25/2007
Consolidated Electrical Distributors, Inc.	Bid No. 0708-03 Electrical Supplies & Materials	6/25/2007
Culver Newlin	Newport-Mesa USD Bid No. 104-07, Purchase of School and Office Furniture	5/7/2007
David Taussig & Associates, Inc.	Bid No. 5-0708 Special Tax Consulting Services for Public Financing	4/21/2008
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
ePoly Star, Inc.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
Galasso's Bakery	Bid No. 0809-02 Bakery Products	8/11/2008
Gilbert & Stearns, Inc.	Bid No. 0708-02 Electrical Service	6/25/2007
Gold Coast Tours	Bid No. 0708-09 Co-Curricular Bus Service	9/10/2007
Gold Star Foods	Bid No. 0708-18 Frozen Food Products	3/10/2008
Gold Star Foods	Bid No. 0708-21 Grocery Products	5/12/2008

**Capistrano Unified School District
Bids/Contracts**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
Gov Place	California Multiple Award Schedule Contract No. 3-99-70-0920C, Purchase Electronic Data Processing and Telecommunications Good and Services	11/14/2005
Hardy & Harper, Inc.	Bid No. 0708-01 Asphalt Paving, Sealcoating and Repair	6/25/2007
Harris Realty Appriasal	RFQ No. 2-0809 Appraisal Services	5/11/2009
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
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
LPA, Inc.	RFP No. 2-0506 Architectural Services	10/16/2006
Mepco Services, Inc.	Bid No. 0708-16 San Juan Hills High School Stadium - Phase II	2/11/2008
Modular Structures, Inc.	Bid No. 0405-09 Single Story & Two-Story Relocatable Buildings Districtwide	10/18/2004
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007
Office Depot	Santa Ana USD Bid NO. 8-06, Purchase of School Paper Supplies	5/7/2007
Office Depot	Santa Ana USD Bid No. 12-08, Purchase of Instructional Supplies	7/21/2008
P&R Paper Supply Co.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
Pacific Mobile Home Construction, Inc.	Bid No. 0708-07 Movement of Relocatable Buildings	6/25/2007
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 0708-06 Plumbing Service	6/25/2007
Paul C. Miller Construction Co., Inc.	Bid No. 0708-26 San Clemente High School Upper Campus Science Classroom Conversion and Staff Restroom ADA Upgrades	12/8/2008
Penny Vision LLC/Circle Venture LLC dba Pizza Hut, Inc.	Bid No. 0809-03 Pizza Service	11/3/2008
Petro Diamond Incorporated	Bid No. 123-07 Multi-District Cooperative Fuel Bid (Gasoline and Diesel)	8/13/2007
PJ of Orange County One, LP dba Papa John's Pizza	Bid No. 0809-03 Pizza Service	8/11/2008
PJHM Architects	RFP No. 2-0506 Architectural Services	10/16/2006

**Capistrano Unified School District
Bids/Contracts**

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

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

SUBJECT: **APPROVAL: 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 \$214,280.64 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 PTA	\$ -	Sound System	Ambuehl Elementary
CUSD Foundation	\$ 1,772.65	Field Trip/Stipends	Ambuehl Elementary
Supervalu, Inc.	\$ 1,128.24	Supplies	Arroyo Vista Elementary
Sumner Photography	\$ 1,650.00	Supplies	Don Juan Avila Elementary
Barcelona Hills PTA	\$ 508.75	Transportation	Barcelona Hills Elementary
Bathgate Elementary PTA	\$ 3,050.00	Sports Program	Bathgate Elementary
Edison International	\$ 100.00	Supplies	Benedict Elementary
CUSD Foundation	\$ 45,878.54	Science Camp	Benedict Elementary
Edison International	\$ 283.20	Supplies	Canyon Vista Elementary

Donation of Funds/Equipment

June 22, 2009

<u>Donated By</u>	<u>Amount</u>	<u>For</u>	<u>School</u>
Trish Fitterer	\$ -	HP Printer	Canyon Vista Elementary
Sumner Photography	\$ 729.00	Supplies	Canyon Vista Elementary
Castille Elementary Booster Club	\$ 4,380.00	Transportation	Castille Elementary
Sylvia Almstadt	\$ -	Typewriter	Castille Elementary
Castille Elementary PTA	\$ 2,095.00	Technology	Castille Elementary
Mary Rogers/OC Community Foundation	\$ 1,000.00	Splash Lab	Concordia Elementary
RH Dana Elementary Booster Club	\$ 6,000.00	Field Trips	RH Dana Elementary
Mary McGowan/Edison International	\$ 100.00	Instructional Materials	Carl Hankey K-8
Dion and Bette Kerhoulas	\$ -	Stairmaster	Carl Hankey K-8
Sumner Photography	\$ 720.00	Instructional Materials	Carl Hankey K-8
Ladera Ranch Elementary PTA	\$ 1,866.50	Field Trips	Ladera Ranch Elementary
Supervalu, Inc.	\$ 1,122.52	Supplies	Ladera Ranch Elementary
Sumner Photography	\$ 1,004.00	Supplies	Ladera Ranch Elementary
Ron and Cindy Vangell	\$ 1,000.00	Percussion supplies	Las Palmas Elementary
Paul and MarJanne Iorio	\$ -	Sony PC	Las Palmas Elementary
Scott and Karen Howell	\$ 300.00	Percussion supplies	Las Palmas Elementary
Shauna Hutchinson	\$ 300.00	Percussion supplies	Las Palmas Elementary
CUSD Foundation	\$ 897.00	Field Trip	Malcom Elementary
Supervalu, Inc.	\$ 485.74	Supplies	Malcom Elementary
Malcom Elementary PTA	\$ 300.00	Teacher Stipends	Malcom Elementary
Malcom Elementary PTA	\$ 2,016.00	Field Trips	Malcom Elementary
Marblehead Elementary PTA	\$ 5,000.00	Teacher Aide	Marblehead Elementary
Moulton Elementary PTA	\$ 796.70	4th Grade Books	Moulton Elementary
Moulton Elementary PTA	\$ 1,002.00	Art Masters Program 5th Grade Science Camp	Moulton Elementary
Ladera Ranch Educational Foundation	\$ 28,018.73		Oso Grande Elementary
Oso Grande Elementary PTA	\$ 868.25	4th Grade Field Trip	Oso Grande Elementary
Palisades PTA	\$ 227.00	Field Trip	Palisades Elementary
Reilly Elementary PTA	\$ 2,223.00	Art Masters Program	Reilly Elementary
Reilly Elementary Foundation	\$ 230.00	Field Trip	Reilly Elementary
Reilly Elementary Foundation	\$ 31,011.50	Science Camp/Stipends	Reilly Elementary
Sumner Photography	\$ 606.00	Supplies	Reilly Elementary
Classic School Portraits	\$ 638.00	Supplies	Tijeras Creek Elementary
Verizon	\$ 1,000.00	Supplies	Vista del Mar Elementary
Vista del Mar PTA	\$ 930.00	1st Grade Field Trip	Vista del Mar Elementary
Sumner Photography	\$ 1,098.00	Supplies 5th Grade Science Camp	Vista del Mar Elementary
Wagon Wheel Science Boosters	\$ 40,002.50		Wagon Wheel Elementary
Wagon Wheel Science Boosters	\$ 1,900.00	Science Camp/Stipends	Wagon Wheel Elementary
George White PTA	\$ 765.98	Copy paper/cartridge	George White Elementary
Wood Canyon PTA	\$ 495.00	Field Trips	Wood Canyon Elementary

Donation of Funds/Equipment

June 22, 2009

<u>Donated By</u>	<u>Amount</u>	<u>For</u>	<u>School</u>
Edison International	\$ 200.00	Technology	Aliso Viejo Middle School
Edison International	\$ 200.00	Technology	Aliso Viejo Middle School
Aliso Viejo Middle School PTSA	\$ 500.00	Training Program	Aliso Viejo Middle School
Don Juan Avila Middle School PTSA	\$ 500.00	Training Program	Don Juan Avila Middle School
Washington Mutual	\$ 100.00	Instructional Materials	Las Flores Middle School
Newhart Middle School PTA	\$ 2,345.00	Lunchtime Game Club	Newhart Middle School
Nmichael Schreiman	\$ -	2 Mirrors	Niguel Hills Middle School
University of California, Berkeley	\$ 250.00	Supplies	Aliso Niguel High School
Capistrano Valley High School PTSA	\$ -	Misc. Supplies & Equipment	Capistrano Valley High School
SchoolsFirst Federal Credit Union	\$ 500.00	Brian Levin Scholarship	Dana Hills High School
Caren Durante	\$ 2,000.00	Scholarships	Dana Hills High School
Caren Durante	\$ 1,000.00	Scholarships	Dana Hills High School
Tesoro High School PTSA	\$ 9,935.84	Teacher Grants	Tesoro High School
Tesoro High School PTSA	\$ 1,000.00	Supplies	Tesoro High School
OC Community Foundation/Gail Meyers	\$ -	Defibrillator	Safety & Student Svcs
SJHHS Booster Club	\$ -	Defibrillator	Safety & Student Svcs
Marco Forster Middle School PTSA	\$ -	Defibrillator	Safety & Student Svcs
OC Community Foundation/Gail Meyers	\$ -	Defibrillator	Safety & Student Svcs
San Clemente High School PTSA	\$ -	Defibrillator	Safety & Student Svcs
Carolyn Stockton	\$ -	Violin	District
University of California, Berkeley	\$ 250.00	Supplies	Food & Nutrition Services

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

June 22, 2009

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

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

SUBJECT: **APPROVAL: EXTENSION OF JUVENILE COURT WORK PROGRAM
SERVICES AGREEMENT – THE COUNTY OF ORANGE FOR 2009/10**



BACKGROUND INFORMATION

On July 1, 2001, Capistrano Unified School District entered into a contract with The County of Orange to provide weed abatement as needed at district sites using “Juvenile Probationers” to provide manual services of an unskilled variety at public grounds and locations, Exhibit A. This contract is automatically renewed for 12 months beginning July 1 of each year, unless either party provides a 30-day notice of termination. Exhibit B is the district’s Expression of Continued Participation. Weed abatement must be done at all sites within the district to comply with city fire codes. The district’s approach to weed abatement is three-fold.

The first approach to weed abatement is the grounds crew staff to maintain the school sites through the use of manual labor and/or herbicides. This abatement effort is limited in scope and application due to the hazard of herbicide use in the vicinity of school children and the limited grounds maintenance crew time allotment at each site.

Secondly, the district utilizes an annual contract with Stewart and Associates of San Clemente to provide large area tilling of flat areas with some manual weed abatement around the boundaries of these areas.

The principle use of The County of Orange, Juvenile Court Work Program work crews is on large slope areas where mechanical means can not be deployed. These work crews are available for use on a year-round basis. This contract supplements the efforts of the district’s grounds crew staff and the contract with Stewart and Associates of San Clemente to maintain the sites slopes.

CURRENT CONSIDERATIONS

This agenda item pertains to the approval to extend the Juvenile Court Work Program Services Agreement with The County of Orange for weed abatement districtwide, on an as needed basis, from July 1, 2009 through June 30, 2010.

**Extension of Juvenile Court Work Program Services Agreement
The County of Orange for 2009/10**

June 22, 2009

Page 2

FINANCIAL IMPLICATIONS

The current rate for this agreement is \$500 per work crew per day. This rate has not increased since July 1, 2005, Exhibit C. Historical data shows expenditures of \$13,300 in 2007/2008 and \$11,500 to date for 2008/2009 on this contract. Funding for this service has been budgeted in the General fund.

STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees authorize the extension of the Juvenile Court Work Program Services Agreement with The County of Orange for weed abatement districtwide, on an as needed basis, from July 1, 2009 through June 30, 2010.

AGREEMENT
BETWEEN
THE COUNTY OF ORANGE
AND
CAPISTRANO UNIFIED SCHOOL DISTRICT
FOR
JUVENILE COURT WORK PROGRAM SERVICES

THIS AGREEMENT, entered into this 1st day of July, 2001, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "CAPISTRANO USD." This Agreement shall be administered by the County of Orange Chief Probation Officer, hereinafter referred to as "ADMINISTRATOR."

WITNESSETH:

WHEREAS, COUNTY, through its Probation Department, operates the Juvenile Court Work Program (JCWP) pursuant to California Welfare and Institutions Code Sections 730 and 731;

WHEREAS, minors who are adjudged wards of the Juvenile Court, hereinafter referred to as "Juvenile Probationers," may be placed under the supervision of a Deputy Probation Officer, and may be required, as a condition of probation, to perform community service or graffiti cleanup; and these Juvenile Probationers may also be authorized to participate in a voluntary work program in lieu of ADMINISTRATOR filing petitions for probation violations;

WHEREAS, CAPISTRANO USD desires to enter into this Agreement with COUNTY for Juvenile Probationers to provide manual services of an unskilled variety at public grounds and locations; and

WHEREAS, COUNTY is willing and capable of providing such JCWP services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTENTS

SECTION	PAGE
1.0 Term	3
2.0 Responsibilities of COUNTY	3
3.0 Responsibilities of CAPISTRANO USD	5
4.0 Compensation	6
5.0 Financial Accountability	8
6.0 Other Sources of Income	10
7.0 Right to Audit	10
8.0 Retention of Financial Records	10
9.0 Program Supervision	10
10.0 Disputes	11
11.0 Status of COUNTY	11
12.0 Affirmative Action	11
13.0 Nondiscrimination	12
14.0 Internal Controls	12
15.0 Confidentiality	12
16.0 Mutual Indemnification	13
17.0 Termination	13
18.0 Notices	14
19.0 Third Party Rights	14
20.0 Alteration of Terms	14
Signatures	15
Exhibit A: Miscellaneous Orders of the Juvenile Court	
Relating to Juvenile Court Work Program	A-1

1.0 TERM

The term of this Agreement shall be one year, commencing July 1, 2001 through June 30, 2002, and shall be automatically extended in one-year increments, unless otherwise terminated pursuant to Section 17.0 of this Agreement.

2.0 RESPONSIBILITIES OF COUNTY

2.1 Description of Services:

2.1.1 The parties agree that the Juvenile Probationers will perform work for CAPISTRANO USD in accordance with orders issued by the Orange County Juvenile Court to ADMINISTRATOR relating to the JCWP. These orders are contained in Exhibit A, which is attached hereto and incorporated by reference, and are enumerated below:

2.1.1.1 Miscellaneous Order No. 633.3, dated April 3, 1997, entitled "Juvenile Court Work Program;" or

2.1.1.2 Miscellaneous Order No. 634.3, dated April 3, 1997, entitled "Juvenile Court Work Program for Graffiti Eradication;" or

2.1.1.3 Miscellaneous Order No. 635.3, dated April 3, 1997, entitled "Voluntary Juvenile Court Work Program."

2.1.2 The parties further agree that the Juvenile Probationers will perform work for CAPISTRANO USD in accordance with any future orders the Orange County Juvenile Court may issue to ADMINISTRATOR relating to the JCWP.

2.1.3 The work to be performed by the Juvenile Probationers will be unskilled labor, which may include, but may not be limited to, street and water basin cleaning; litter pickup; clearing brush, drainage ditches and fire breaks; and removal of graffiti, weeds, and damaged or excess vegetation.

2.2 COUNTY shall:

2.2.1 On weekends or on days mutually agreed to by the parties, schedule and dispatch an appropriate number and size of work crew(s) to the specified site(s). It is mutually understood that each Juvenile Probationer shall perform five (5) hours of community service, which is considered the equivalent of one (1) day served on the JCWP, pursuant to the Orange County Juvenile Court Miscellaneous Order No. 634.3, dated April 3, 1997.

- 2.2.1.1 As specified in Section 4.0 herein, each work crew provided by COUNTY may consist of ten (10) or more, or less than ten (10), Juvenile Probationers. If the work crew consists of ten (10) or more Juvenile Probationers, COUNTY shall be compensated at the full rate specified in Sections 4.2.1, 4.3.1, or 4.3.2.2, as applicable. If the work crew consists of less than ten (10) Juvenile Probationers, COUNTY shall be compensated at the discounted rate specified in Sections 4.2.2, 4.3.1, or 4.3.2.3, as applicable.
- 2.2.2 Transport the work crew(s) to and from the sites specified by CAPISTRANO USD.
- 2.2.3 Assign one (1) Deputy Probation Counselor (DPC) for each work crew consisting of up to twelve (12) Juvenile Probationers, to:
 - 2.2.3.1 Meet with the work crew(s) to explain the work to be performed, rules and expected standards of behavior, and consequences of disciplinary violations.
 - 2.2.3.2 Supervise the work crew(s) at all times.
 - 2.2.3.3 Monitor compliance of work crew members with all Juvenile Court orders and conditions of probation.
 - 2.2.3.4 Provide immediate care and assistance in the event any Juvenile Probationer is injured at the work site, and, if necessary, transport the injured Juvenile Probationer to a medical facility.
 - 2.2.3.5 Notify CAPISTRANO USD immediately by telephone, in the event COUNTY is unable to provide the work on scheduled days, as mutually agreed upon. COUNTY shall state the reason for work cancellation or delay, and shall reschedule the work.
- 2.2.4 Provide food for the work crew(s) and the DPC(s), during a one-half (1/2) hour supervised lunch break.
- 2.2.5 Provide Workers' Compensation Insurance coverage for the work crew(s), in accordance with policies and procedures established by the County Executive Office Risk Management Division.
- 2.2.6 Reserve the right to refuse any work that may be determined unsafe by the DPC(s) assigned to supervise the work crew(s). The DPC(s) may follow instructions from representatives of CAPISTRANO USD regarding the work to be performed, so long as the safety of the work crew(s) is not endangered, and COUNTY'S policies are not violated.

2.2.7 Be solely responsible for providing all legally required employee benefits to the work crew(s). CAPISTRANO USD shall not be required to assume any liability for the direct payment of any salaries, wages, or other compensation to the work crew(s) performing services hereunder, or any liability other than provided for in this Agreement.

2.3 ADMINISTRATOR shall:

2.3.1 Implement the Juvenile Court orders attached hereto and incorporated by reference, as described in Section 2.1.1, any succeeding orders thereto as described in Section 2.1.2, or any other orders related to JCWP, by authorizing Juvenile Probationers to provide unskilled manual labor to CAPISTRANO USD.

2.3.2 Have final authority and responsibility for decisions affecting the Juvenile Probationers' participation in JCWP, and any other program participation matters designated by ADMINISTRATOR, both verbally and in writing.

3.0 RESPONSIBILITIES OF CAPISTRANO USD

CAPISTRANO USD shall:

3.1 Coordinate the scheduling of JCWP work, in advance, with COUNTY'S Probation Department.

3.2 Explain to the DPC(s) the work to be performed by the work crew(s).

3.3 Provide the tools, equipment, supplies, and materials necessary or incidental to the performance of the scheduled work. However, Juvenile Probationers shall not be required to operate mechanical equipment or devices that may expose the work crew members to safety hazards.

3.4 Provide special instructions, devices, equipment, warning signs, and apparel as necessary to ensure the personal safety of the work crew members.

3.5 Provide technical direction and oversight until the completion of work.

3.6 Maintain absolute confidentiality of all information pertaining to the Juvenile Probationers, as described in Section 15.0 of this Agreement.

3.7 Neither seek nor authorize publicity concerning the JCWP, or the work performed under this Agreement, without the written consent of ADMINISTRATOR.

3.8 Keep confidential the names of minors participating in the JCWP.

4.0 COMPENSATION

4.1 CAPISTRANO USD agrees to pay COUNTY for the cost of JCWP services requested by CAPISTRANO USD and performed by the Juvenile Probationers. The cost of JCWP services is based on the actual average cost of supervising each work crew for each day that COUNTY provides general cleanup services or graffiti removal, and is within the maximum rate most recently approved by the Orange County Board of Supervisors for JCWP services.

4.1.1 It is mutually understood that the maximum rate for JCWP services is established by the Orange County Board of Supervisors after a public hearing at the request of ADMINISTRATOR. The rate may vary but must be approved by the Orange County Board of Supervisors. The public hearing is necessary to adopt new fees and to revise existing fees that are assessed to persons granted probation, the parents and legal guardians of institutionalized minors, or public agencies, for services provided by COUNTY through ADMINISTRATOR.

4.2 Compensation Rate for Initial Year of JCWP Services (July 1, 2001-June 30, 2002):

During the period July 1, 2001 through June 30, 2002, COUNTY shall charge CAPISTRANO USD at a rate per day based on the total number of Juvenile Probationers constituting a work crew and actually provided by COUNTY, for services rendered to CAPISTRANO USD, as follows:

4.2.1 Full Compensation Rate per Day for Each Work Crew of Ten (10) or More Juvenile Probationers: Upon COUNTY'S submission of invoices monthly, and in accordance with the payment procedures set forth in Section 5.0 of this Agreement, CAPISTRANO USD shall pay COUNTY for services rendered hereunder, at a rate of Four Hundred Dollars (\$ 400.00) per day, for each work crew consisting of ten (10) or more Juvenile Probationers.

4.2.2 Discounted Compensation Rate per Day for Each Work Crew of Less than Ten (10) Juvenile Probationers: If the total number of Juvenile Probationers provided by COUNTY for any work crew is less than ten (10) for a particular day, the full compensation rate specified in Section 4.2.1 shall be discounted in accordance with the following formula:

$$\begin{array}{rcl} \text{Discounted Compensation Rate} & = & \text{Full compensation rate per} \\ & & \text{day for each work crew of ten} \\ & & \text{(10) or more Juvenile} \\ & & \text{Probationers} \\ & \times & \text{(0.10 x total number of} \\ & & \text{Juvenile Probationers in work} \\ & & \text{crew provided by COUNTY)} \end{array}$$

4.3 Compensation Rate for JCWP Services After June 30, 2002:

After the initial one-year term of this Agreement, COUNTY shall continue to charge CAPISTRANO USD at a rate per day based on the total number of Juvenile Probationers constituting a work crew and actually provided by COUNTY, for services rendered to CAPISTRANO USD in accordance with the following provisions:

4.3.1 No Change in Full or Discounted Compensation Rates: The full compensation rate provision of Section 4.2.1, and the discounted compensation rate provision of Section 4.2.2, shall continue to be applicable for the succeeding one (1)-year term(s) of this Agreement, unless a new full compensation rate is adopted in accordance with the provisions of Section 4.3.2 and 4.3.2.1 herein.

4.3.2 Change in Full Compensation Rate: Pursuant to Section 4.1.1 herein, if a change in the maximum rate for JCWP services is approved by the Orange County Board of Supervisors, ADMINISTRATOR shall review and analyze the then-current full compensation rate charged by COUNTY to CAPISTRANO USD. If such review and analysis indicate that an adjustment to the then-current full compensation rate charged to CAPISTRANO USD for JCWP services is warranted, COUNTY shall, no later than March 15 of the then-current one-year term of this Agreement, submit to CAPISTRANO USD a written notice of a proposed rate adjustment.

4.3.2.1 CAPISTRANO USD shall issue a written response to COUNTY within sixty (60) calendar days after receipt of COUNTY'S notice of the proposed adjustment to the then-current full compensation rate charged by COUNTY to CAPISTRANO USD. If such response indicates an agreement with COUNTY'S proposed rate adjustment, the new full and discounted compensation rates shall become effective commencing July 1 of the succeeding one-year term of this Agreement, in accordance with Sections 4.3.2.2 and 4.3.2.3 herein.

4.3.2.2 New Full Compensation Rate per Day for Each Work Crew of Ten (10) or More Juvenile Probationers: Upon COUNTY'S submission of invoices monthly, and in accordance with the payment procedures set forth in Section 5.0 of this Agreement, CAPISTRANO USD shall pay COUNTY for services rendered hereunder, at the new full compensation rate per day, for each work crew consisting of ten (10) or more Juvenile Probationers.

- 4.3.2.3 New Discounted Compensation Rate per Day for Each Work Crew of Less than Ten (10) Juvenile Probationers: If the total number of Juvenile Probationers provided by COUNTY for any work crew is less than ten (10) for a particular day, the new full compensation rate specified in Section 4.3.2.2 shall be discounted in accordance with the following formula:

$$\begin{array}{rcl} \text{Discounted} & & \\ \text{Compensation Rate} & = & \text{Full compensation rate per} \\ & & \text{day for each work crew of ten} \\ & & \text{(10) or more Juvenile} \\ & & \text{Probationers} \\ & \times & \text{(0.10 x total number of} \\ & & \text{Juvenile Probationers in work} \\ & & \text{crew provided by COUNTY)} \end{array}$$

- 4.3.2.4 If, by May 15 of the then-current one-year term of this Agreement, the parties are unable to reach an agreement on COUNTY'S proposed rate adjustment, the parties shall then meet to determine if an acceptable rate can be negotiated.

5.0 FINANCIAL ACCOUNTABILITY

- 5.1 COUNTY agrees to provide fiscal procedures adequate to assure accounting for the billing of costs to CAPISTRANO USD under this Agreement, in accordance with COUNTY'S general accounting policies, and the accounting policies and procedures of COUNTY'S Auditor-Controller. All claimed reimbursements will be supported with source documents retained by COUNTY.
- 5.2 COUNTY shall be reimbursed monthly in arrears for actual costs incurred, upon the submission of invoices to CAPISTRANO USD. The monthly invoices shall be submitted in such form and detail as required by COUNTY'S Auditor-Controller, and be accompanied by an affidavit signed by COUNTY certifying the appropriateness of the amounts billed. All invoices shall include the following information:
- 5.2.1 Date(s) of service
 - 5.2.2 Work site(s)
 - 5.2.3 Number of work crew(s)
 - 5.2.4 Number of Juvenile Probationers for each work crew
 - 5.2.5 Type of work performed

- 5.3 CAPISTRANO USD shall pay COUNTY within thirty (30) calendar days of the invoice date. Late charges will be assessed to CAPISTRANO USD in the following situations:
- 5.3.1 Over-the-counter payments will be assessed a late charge if any payment is not received by COUNTY within thirty (30) calendar days of the date of the invoice for which payment is being rendered.
 - 5.3.2 Payments transmitted to COUNTY via the U.S. Mail, and which have CAPISTRANO USD'S postage meter mark, will be assessed a late charge if any payment is not received within thirty one (31) calendar days of the date of the invoice for which the payment is being rendered.
 - 5.3.3 Payments transmitted to COUNTY via the U.S. Mail, and which have a U.S. Post Office postmark dated thirty (30) calendar days after the date of the invoice, will be assessed a late charge.
- 5.4 The late charge assessed in each of the above situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid, plus One Hundred Dollars (\$100.00) for late payments made within thirty (30) calendar days after the payments are due. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional thirty (30)-day period that the invoice remains unpaid. Late charges shall be added to the payment due and invoiced to CAPISTRANO USD in accordance with Section 5.2 herein. Any invoices and applicable late charges remaining unpaid within ninety (90) calendar days of the invoice date may result in deductions, by COUNTY'S Auditor-Controller, from money held on deposit with COUNTY'S Treasurer for CAPISTRANO USD if any, and as applicable in accordance with Government Code Section 907 and any other applicable provision of law.
- 5.5 Early payments received by COUNTY from CAPISTRANO USD shall entitle CAPISTRANO USD to a discount of one-quarter of one percent (0.25%), if payment is received by COUNTY within eleven (11) calendar days of the date of the invoice. CAPISTRANO USD may take credit for the discount in the current payment. However, if a discount is taken inappropriately, COUNTY shall notify CAPISTRANO USD immediately that the discount should not have been taken and that the balance is due within thirty (30) calendar days of the invoice date, subject to late charges, pursuant to Section 5.3 herein.
- 5.6 COUNTY shall have sixty (60) calendar days from the end of the term of the Agreement to liquidate all program obligations incurred during said term. COUNTY shall then submit the final invoice within sixty (60) calendar days of the end of the term of the Agreement. CAPISTRANO USD shall not be liable for any invoices submitted beyond sixty (60) calendar days of the end of the term of the Agreement.

- 5.7 Equipment: The parties agree that any equipment purchased for, or contributed to, the program shall remain the property of the contributing party.

6.0 OTHER SOURCES OF INCOME

COUNTY shall not bill CAPISTRANO USD for any service, cost or expense for which COUNTY has been reimbursed by revenue, income or grants from any other source, if those revenue, income, or grants are expressly earmarked by the source for services provided under this Agreement, or for similar services for the benefit of CAPISTRANO USD'S area.

7.0 RIGHT TO AUDIT

CAPISTRANO USD shall have access to any books, documents, papers and records of COUNTY, which CAPISTRANO USD determines to be pertinent specifically to this Agreement, for the purpose of making an audit, evaluation, excerpts and transcripts.

8.0 RETENTION OF FINANCIAL RECORDS

8.1 COUNTY shall maintain and preserve all books, financial statements, journals, ledgers, source documents and other financial records for a period of seven (7) years from the termination of this Agreement, and for such longer period as may be required by any applicable statute. All financial records shall be kept or made available to CAPISTRANO USD at COUNTY'S principal place of business. Exceptions to the above provisions of this section must have the prior written approval of ADMINISTRATOR.

8.2 Records which relate to: a) litigation of the settlement of claims rising out of the performance of this Agreement, or b) costs and expenses of this Agreement to which CAPISTRANO USD takes exception, shall be retained by COUNTY until disposition of such appeals, litigation, claims, or exceptions.

9.0 PROGRAM SUPERVISION

ADMINISTRATOR shall appoint a Juvenile Hall Assistant Division Director to oversee the daily operation and administration of this Agreement pursuant to the terms and conditions contained herein.

10.0 DISPUTES

- 10.1 If COUNTY and CAPISTRANO USD fail to agree as to whether or not any work is within the scope of the requirements of this Agreement, CAPISTRANO USD shall, within fifteen (15) calendar days, provide COUNTY with a written protest specifying in detail the manner in which the requirements of this Agreement were not fulfilled, and the proposed remedy.
- 10.2 ADMINISTRATOR agrees to furnish a written decision on the dispute within thirty (30) calendar days after receipt of such protest.

11.0 STATUS OF COUNTY

COUNTY is, and at all times shall be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CAPISTRANO USD. COUNTY assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. COUNTY, its agents, and employees, shall not be entitled to any rights and privileges of employees of CAPISTRANO USD, and shall not be considered in any manner to be employees of CAPISTRANO USD.

12.0 AFFIRMATIVE ACTION

COUNTY shall maintain an Affirmative Action Program Plan, including the setting of goals and timetables for minority employment which meet the requirements of the Federal Equal Employment Opportunity Commission and the State of California Fair Employment Practice Commission. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation in, or be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or part with funds made available under this Agreement. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to any otherwise qualified disabled individuals as provided in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, shall also apply to any such program or activity. Any prohibition against discrimination on the basis of religion, or any exemption from such prohibition as provided in the Civil Rights Act of 1964 or Title VIII of the Civil Rights Act of 1986, shall all apply to any such program or activity. In the performance of this Agreement, COUNTY shall not discriminate against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, age or physical or mental condition. This prohibition shall pertain to employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rate of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters. COUNTY will permit access by

CAPISTRANO USD, State and Federal agencies to its records of employment, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with this section of the Agreement.

13.0 NONDISCRIMINATION

COUNTY shall not employ discriminatory practices in admission of clients, employment of personnel, or in any other respect on the basis of race, color, religion, national origin, ancestry, sex, age, or physical or mental condition.

14.0 INTERNAL CONTROLS

COUNTY shall maintain necessary written procedures establishing internal controls approved by COUNTY'S Auditor-Controller for its personnel, instruct all of its personnel in said procedures, and continuously supervise its operations to ensure compliance.

15.0 CONFIDENTIALITY

15.1 CAPISTRANO USD agrees to maintain the confidentiality of all juvenile record information pertaining to all minors under the jurisdiction of the Juvenile Court, or the Juvenile Court law of the State of California when such records come into the possession of, or are generated by CAPISTRANO USD.

15.2 CAPISTRANO USD'S staff, and all agents and employees of CAPISTRANO USD shall maintain the confidentiality of such records in accordance with Orange County Juvenile Court's policy titled "Confidentiality and Release of Information" dated January 28, 1997, and adopted in accordance with California Welfare and Institutions Code, Section 827, and all applicable statutes, court orders and case law. No access, disclosure or release of such information shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the prior approval and consent of the Judge of the Juvenile Court.

15.3 "Juvenile record information" is understood to include all records and data which identify the subject of the information, and associate the subject with any aspect of the administration of the Juvenile Court law of the State of California. Such information includes, but is not limited to, the subject's offense history, social history, all information of a diagnostic or evaluative nature, and any other personal or confidential data which can be traced to the individual, whether generated by CAPISTRANO USD or not.

15.4 All written materials pertaining to the Juvenile Probationers shall be placed in a secure and locked file when not in use, and access to such materials shall be limited to specified authorized staff.

16.0 MUTUAL INDEMNIFICATION

COUNTY shall indemnify, hold harmless and defend CAPISTRANO USD, its governing board, officers, agents and employees from any and all claims, demands, losses or liabilities for injury, death or damage arising out of the acts or omission to act by COUNTY agents or employees in carrying out this Agreement.

CAPISTRANO USD shall indemnify, hold harmless and defend COUNTY, its officers, agents and employees, from any and all claims, demands, losses or liabilities for injury, death or damages arising out of the acts or omission to act by CAPISTRANO USD'S agents or employees in carrying out this Agreement.

17.0 TERMINATION

- 17.1 Either party may terminate this Agreement, with or without cause, upon thirty (30) calendar days' written notice given to the other party.
- 17.2 In the event of termination of this Agreement, CAPISTRANO USD and COUNTY shall not be liable for services provided beyond the date of termination, except as may otherwise be provided in this Agreement.
- 17.3 The obligations pertaining to indemnification for, or defense of, causes of action accruing during the term of this Agreement, shall extend beyond the termination of this Agreement until fully performed.
- 17.4 Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or otherwise unavailable in the budget for COUNTY by any means whatsoever in any fiscal year covered by this Agreement, COUNTY will immediately notify CAPISTRANO USD of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for COUNTY.
- 17.5 Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or otherwise unavailable in the budget for CAPISTRANO USD by any means whatsoever in any fiscal year covered by this Agreement, CAPISTRANO USD will immediately notify COUNTY of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CAPISTRANO USD.

18.0 NOTICES

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

18.2 Notices and payments to COUNTY shall be sent to the Probation Department addressed as follows:

Chief Probation Officer
Orange County Probation Department
P.O. Box 10260
Santa Ana, CA 92711

18.3 Notices to CAPISTRANO USD shall be addressed as follows:

Mr. Joe Dixon, Executive Director
Capistrano Unified School District
32972 Calle Perfecto
San Juan Capistrano, CA 92675

19.0 THIRD PARTY RIGHTS

The parties intend not to create rights in, or to grant remedies to, any third party as beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established herein.

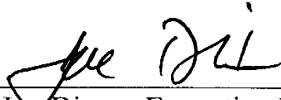
20.0 ALTERATION OF TERMS

This Agreement, together with Exhibit A attached hereto and incorporated herein by reference, fully expresses all understandings of the parties, and is the total agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement or Exhibit A, whether written or verbal, by the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by both parties.

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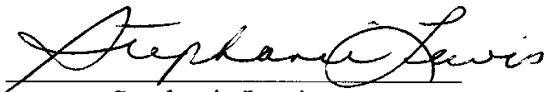
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

CAPISTRANO UNIFIED SCHOOL DISTRICT

BY: 
Joe Dixon, Executive Director

DATED: 8-20-01

COUNTY OF ORANGE

BY: 
Stephanie Lewis
Chief Probation Officer

DATED: 8-14-01

EXHIBIT A:

**MISCELLANEOUS ORDERS
OF THE JUVENILE COURT
RELATING TO
JUVENILE COURT WORK PROGRAM**

FILED
ORANGE COUNTY JUVENILE COURT
APR 03 1997
ALAN C. OWEN, Clerk/Officer/Clerk
R. Sheffield
BY K. SHEFFIELD

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE
SITTING AS THE JUVENILE COURT
MISCELLANEOUS ORDER - 633.3

TITLE: JUVENILE COURT WORK PROGRAM

TO: CHIEF PROBATION OFFICER, COUNTY OF ORANGE

FOR GOOD CAUSE SHOWN THEREFOR, IT IS HEREBY ORDERED that all minors, while participating in the Juvenile Court Work Program, shall obey the usual terms and conditions of probation, the rules of the work program, and the reasonable directions of Probation Department staff, and shall submit to search and seizure without cause.

IT IS FURTHER ORDERED that the administrator of the Juvenile Court Work Program is authorized to grant one day off the number of days the minor is ordered to serve on the Work Program for each four grades of "A" the minor earns, provided the minor has obeyed all other rules of the program.

Dated this 3 day of April, 1997.

R. E. Owen

Ronald E. Owen
Presiding Judge of the Juvenile Court

FILED
ORANGE COUNTY SUPERIOR COURT
APR 23 1997
ALAN L. LEE, Clerk
CLERK OF COURT
CLERK OF COURT

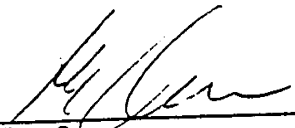
IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE
SITTING AS THE JUVENILE COURT
MISCELLANEOUS ORDER - 634.3

TITLE: JUVENILE COURT WORK PROGRAM FOR GRAFFITI ERADICATION
TO: CHIEF PROBATION OFFICER, COUNTY OF ORANGE
FOR GOOD CAUSE SHOWN THEREFOR, IT IS HEREBY ORDERED that
the Chief Probation Officer of the County of Orange, or his
designee, is authorized to allow wards of the Juvenile Court, who
have been ordered to participate in the Juvenile Court Work Program
as a result of a sustained vandalism petition, to, instead,
complete voluntary community service eradicating graffiti in or
near their home communities subject to the following conditions:
1. Wards with more than one sustained petition are not
eligible;
2. Both the ward and his/her parent(s) must volunteer
for the community service alternative and must agree, without
reservation, to the following conditions:
a. Five hours of community service will be
considered the equivalent of one day served on
the Juvenile Work Program;
b. The voluntary community service must be
completed at a rate of at least twenty hours
per month; and,

1 c. Each ward must report service hours completed
2 to the Probation Officer once each month as
3 directed by the Probation Officer.

4 3. The Probation Officer will, without delay, schedule
5 the ward to begin serving his/her entire Juvenile Court Work
6 Program commitment in the event the ward fails to maintain a rate
7 of twenty hours of community service per month or fails to report
8 service hours as directed.

9 Dated 3 day of April, 1997.

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12 Ronald E. Owen
13 Presiding Judge of the Juvenile Court
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FILED
ORANGE COUNTY SUPERIOR COURT
APR 9 3 1997
ALAN SLATER, Incoming Officer/Clerk
K. Sheffield
BY K. SHEFFIELD

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE
SITTING AS THE JUVENILE COURT
MISCELLANEOUS ORDER - 635.3

TITLE: VOLUNTARY JUVENILE COURT WORK PROGRAM
TO: CHIEF PROBATION OFFICER, COUNTY OF ORANGE

The Orange County Probation Department has established a
Voluntary Juvenile Court Work Program.

FOR GOOD CAUSE SHOWN THEREFOR, IT IS HEREBY ORDERED that
the Chief Probation Officer, in his discretion, is authorized to
allow wards of the Court to participate in said Voluntary Juvenile
Court Work Program for a period not to exceed six (6) days in lieu
of filing petitions for technical violations only, pursuant to
Section 777 of the Welfare and Institutions Code.

Dated this 3 day of April, 1997.

Ronald E. Owen

Ronald E. Owen
Presiding Judge of the Juvenile Court

Juvenile Court Work Program (JCWP) – Contract Renewal Reminder

Sent 4/29/09

Date: April 28, 2009

In accordance with Sections 1.0 and 17.0 of our JCWP contract with the County of Orange, the term of the contract is automatically renewed for 12 months beginning July 1 of each year, unless either party provides a 30-day notice of termination to the other party.

Expression of Continued Participation:



We wish to continue our participation in JCWP under the existing contract with the County of Orange, for the 12-month period of July 1, 2009 – June 30, 2010.

Expression of Termination of Participation:



Effective July 1, 2009, we will no longer participate in JCWP services.

By (Name and Title): Mike Patton, Executive Director, Maintenance, Operations & Transportation

City/School District: Capistrano Unified School District, San Juan Capistrano, CA 92675

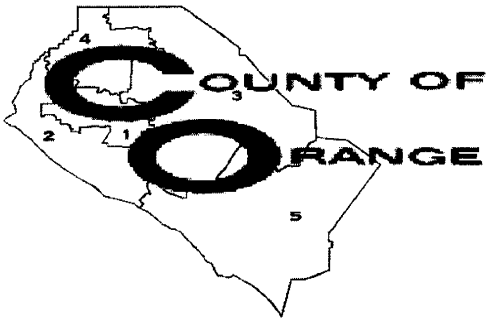
Address: 32972 Calle Perfecto, San Juan Capistrano, CA 92675

E-mail Address: mrpatton@capousd.org

Telephone No.: (949) 234-9532

Please return completed response by regular mail or e-mail to:

Orange County Probation Department
Attention: Rick Tran
Administrative and Fiscal Division/Contracts Services-NCFSO
P.O. Box 10260
Santa Ana, CA 92711
E-mail: rick.tran@prob.ocgov.com



STEPHANIE LEWIS
CHIEF PROBATION OFFICER

TELEPHONE (714) 569-2000

1535 E. ORANGEWOOD AVENUE
ANAHEIM, CA 92805

MAILING ADDRESS:
P.O. BOX 10260
SANTA ANA, CA 92711-0260

PROBATION DEPARTMENT

March 10, 2005

Mr. Joe Dixon, Executive Director, Maintenance & Operations
Capistrano Unified School District
32972 Calle Perfecto
San Juan Capistrano, CA 92675

Re: **Agreement between County of Orange and Capistrano Unified School District for the Provision of Juvenile Court Work Program Services - Proposed Rate Adjustment**

Dear Mr. Dixon:

Pursuant to Minute Order Item Number 69 dated August 7, 2001, the Orange County Board of Supervisors approved the "Master Agreement for Juvenile Court Work Program (JCWP) Services," and authorized the Chief Probation Officer to execute specific agreements with public agencies. The County's specific JCWP agreement with Capistrano Unified School District (CAPISTRANO USD), based on the Master JCWP Agreement, commenced on July 1, 2001, and unless terminated, renews automatically in one-year increments as of July 1 each year.

Section 4.3.2 of the JCWP Agreement between the County of Orange and CAPISTRANO USD states that "if a change in the maximum rate for JCWP services is approved by the Orange County Board of Supervisors, ADMINISTRATOR shall review and analyze the then-current full compensation rate charged by the COUNTY to CAPISTRANO USD. If such review and analysis indicate that an adjustment to the then-current full compensation rate charged to the CAPISTRANO USD for JCWP services is warranted, the COUNTY shall, no later than March 15 of the then-current one-year term of this Agreement, submit to CAPISTRANO USD a written notice of a proposed rate adjustment."

On November 23, 2004, the Orange County Board of Supervisors authorized a maximum fee of \$1,248.13 for JCWP services. At this time, **we are proposing an adjustment of \$100.00** to increase the \$400.00 JCWP compensation rate currently charged to your agency since the inception of the agreement, **for a new rate of \$500.00 per work crew day, to be effective as of July 1, 2005.** As you can see, the proposed rate is well below the Board authorized maximum rate of \$1,248.13 per work crew-day, representing the actual cost of supervising each JCWP crew.

Section 4.3.2.1 of the Agreement also states that "CAPISTRANO USD shall issue a written response to COUNTY within sixty (60) calendar days after receipt of COUNTY'S notice of the proposed rate adjustment to the then-current full compensation rate charged by COUNTY to CAPISTRANO USD. If such response indicates an agreement with COUNTY'S proposed rate adjustment, the new full and discounted compensation rates shall become effective commencing July 1 of the succeeding one-year term of this Agreement."

Probation's JCWP office has indicated that your agency is agreeable to our proposed rate adjustment. Accordingly, we will appreciate a signed confirmation of your concurrence on page two of the two (2) originals provided **by no later than May 15, 2005.** You may retain one original set of this cover letter, which serves as notice of our proposed rate adjustment, and your signed concurrence for your records, and return the other set to Rosina Wong, Staff Analyst, at the above address. Thank you for your continuing support of this program.

Very truly yours,

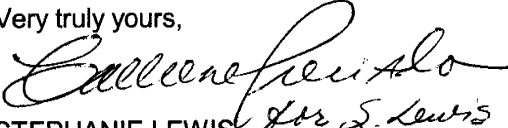

STEPHANIE LEWIS *for S. Lewis*
Chief Probation Officer

Exhibit C
1 of 2


*orig mailed 3/15/05
C to JWC.* 89

Confirmation of Rate Adjustment under the Agreement between County of Orange and Capistrano Unified School District for the Provision of Juvenile Court Work Program (JCWP) Services

THE CAPISTRANO UNIFIED SCHOOL DISTRICT AGREES TO THE RATE ADJUSTMENT PROPOSED BY THE COUNTY OF ORANGE, IN THE AMOUNT OF \$100.00 TO INCREASE THE \$400.00 COMPENSATION RATE CURRENTLY CHARGED FOR JCWP SERVICES, FOR A NEW RATE OF \$500.00 PER WORK CREW-DAY, EFFECTIVE JULY 1, 2005.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By:



JOE DIXON
Executive Director, Maintenance & Operations

Dated:

3-15-05

COUNTY OF ORANGE

By:



STEPHANIE LEWIS
Chief Probation Officer


Dated:

3-10-05

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

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

SUBJECT: **APPROVAL: AWARD OF REQUEST FOR QUALIFICATIONS NO.
1-0910 – E-RATE CONSULTANT – NvLS PROFESSIONAL SERVICES,
LLC**

BACKGROUND INFORMATION

On April 13, 2009, the Board of Trustees authorized advertising for Request for Qualifications No. 1-0910 – E-Rate Consultant. A Request for Qualifications (RFQ) was designed and the scope of work and rating system was developed to meet the specific requirements of the district, Exhibit A. The RFQ was properly advertised, and documents were distributed to nine vendors. The district received five proposals; California School Management Group, E-Rate 360 Solutions, E-Rate Central, Infinity Communications & Consulting, Inc., and NvLS Professional Services, LLC. These proposals are available for review in the Purchasing Department.

The district's standard contract resulting from this RFQ consists of an initial one year term with two additional annual renewals at the option of the Board of Trustees.

The Evaluation Committee, comprised of Ron Lebs, Deputy Superintendent Business, & Support Services, Kristofer Pitman, Executive Director, Fiscal Services, and Susan Holliday, Director, Educational Technology, reviewed the proposals and ranked them according to criteria established in the RFQ. The Summary Score Sheet, as shown in Exhibit B, summarizes the average scores submitted by each committee member. The individual score sheets are available upon request.

CURRENT CONSIDERATIONS

This agenda item seeks the award of RFQ No. 1-0910 – E-Rate Consultant to NvLS Professional Services, LLC, for e-rate consulting services, for the contract term of July 1, 2009 through June 30, 2010.

After review of all proposals, NvLS Professional Services, LLC provided sufficient evidence of the firm's capability to perform the expected scope of services. The firm is a southern California

**APPROVAL: AWARD OF REQUEST FOR QUALIFICATIONS NO. 1-0910 – E-RATE
CONSULTANT – NvLS PROFESSIONAL SERVICES, LLC**

June 22, 2009

Page 2

business with local knowledge and is readily available for on-site consultation. They provided a detailed description of their experience and qualifications as well as their commitment to support accurate and up-to-date e-rate paperwork, organization and filing. Compared to other applicants, their services would be timely, cost efficient, and committed to sound record keeping.

FINANCIAL IMPLICATIONS

The annual expenditure for e-rate consulting services using this RFQ would be \$20,000, with any additional services billed at \$125 per hour. This expenditure has been budgeted in the General Fund.

STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees award RFQ No. 1-0910 – E-Rate Consultant to NvLS Professional Services, LLC, for the contract term of July 1, 2009 through June 30, 2010, with two (2) one-year renewal periods at the option of the Board of Trustees.



REQUEST FOR QUALIFICATIONS

E-RATE CONSULTANT

RFQ No. 1-0910

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

RFQ Deadline: Tuesday, May 5, 2009 – 4:00 p.m.
Capistrano Unified School District
Education Center
Attention: Terry Fluent, Director, Purchasing
33122 Valle Road
San Juan Capistrano, CA 92675

CAPISTRANO UNIFIED SCHOOL DISTRICT
Purchasing Department
33122 Valle Road
San Juan Capistrano, CA 92675
(949) 234-9442

GENERAL OVERVIEW/BACKGROUND

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

Since 1998, the District has received discounts on telecommunications, data circuits, servers, and technology infrastructure such as routers and switches totaling \$5,386,370. The process of applying for and receiving these discounts is complex. With an increase in the laws, rules and regulations, the process has grown beyond the District's ability to administer.

In 2003, the District engaged the services of a consulting firm to assist staff with the E-Rate process. Request for Qualifications No. 1-0910 – E-Rate Consultant, provides the District the opportunity to competitively solicit firms for E-Rate consultant services.

This agreement would consist of an initial one-year term with one (1) one-year renewal period at the option of the Board of Trustees.

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

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

INSTRUCTIONS FOR SUBMITTING PROPOSALS FOR E-RATE CONSULTANT

SCOPE OF SERVICES TO BE PROVIDED

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

Working with District staff, the consultant will:

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

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

END OF SCOPE OF SERVICES TO BE PROVIDED

PROPOSAL FORMAT

1. **Executive Summary** - The **Executive Summary** should contain a statement of interest and a brief summary of qualifications to engage in a professional relationship with Capistrano Unified School District.
2. **Narrative** - Provide a detailed description of your qualifications for providing services related to the E-rate process. Include descriptive and supportive evidence of how your firm will maintain a close working relationship with Capistrano Unified School District. The narrative should include the following:
 - a. **Experience/References:** Provide a list of contracts from the past five (5) years for services similar in scope to this proposal. Include a minimum of three (3) educational client references with whom you have contracted within the last three (3) years. List must include the following information for each contract:
 - Client name and complete address
 - Contact name and telephone number
 - Dates of service
 - Description of service
 - Contract amount
 - b. Outline, in detail, the tasks your firm will perform to produce information and services requested under the "Scope of Services to be Provided", page 2 - 3. As necessary, indicate any additional or optional tasks.
3. **Fees/Services Schedule** - You are requested to submit a proposal to furnish all of the labor, materials, and other related items required for the performance of the contract resulting from this RFQ No. 1-0910, E-rate Consultant on a Labor Rate and Total Cost basis. Include the costs for E-rate services, cost for technology planning assistance and the cost for audit assistance. **Be as thorough and specific as possible as this will form the basis of any contract for services that may be presented by the District.** Provide your fees on the Pricing Sheet (page 13) included with this RFQ.
4. **Additional Data** - Provide additional information about your firm as it may relate to this RFQ. Include letters of reference or testimonials if appropriate. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the evaluation teams in understanding your qualifications and expertise.
5. **Certification** - Complete, sign, and date the enclosed "Certification" (page 10) with this RFQ.

6. **Certification by Contractor of Criminal Records Check** – Pursuant to Education Code 45125.1, complete, sign, and date the enclosed form AB 1610, 1612 and 2102 (page 12) included with this RFQ.
7. **Insurance Requirements** - The Proposer shall submit with their Proposal, certificates of insurance or evidence that they can obtain insurance prior to Contract award. The following coverages are required:
 - Commercial General Liability: \$1,000,000 per occurrence and \$3,000,000 general aggregate for bodily injury, personal injury and property damage.
 - Automobile Liability: \$1,000,000 Combined Single Limit for owned, hired and non-owned auto.
 - Worker's Compensation: As required by the State of California *

Part A – Statutory Requirements

Part B – Employer's Liability: \$1,000,000 per injury, \$1,000,000 per disease and \$1,000,000 aggregate

*If the Contractor is a sole proprietor with no employees, proof of Workers' Compensation and Employers' Liability insurance coverage will not be required.

For all insurance coverages provided by Contractor, the following terms apply:

- A. Any deductibles or self-insured retentions shall be declared in writing to the DISTRICT; DISTRICT approval is required for any amounts over \$25,000.
- B. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than A unless otherwise approved by the DISTRICT, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.
- C. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- D. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. Contractor agrees to defend, indemnify, save and hold harmless the Capistrano Unified School District (CUSD), its officers, agents, representatives, employees and The Board of Education; and provides named additional insured endorsements for CUSD, its officers, agents, representatives, employees and The Board of Education. They are to be covered as insured in respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor;

or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, its subsidiaries, officials, employees and The Board of Education.

- b. For any claims related to the services, the Contractor's insurance coverage shall be primary insurance in respect to the DISTRICT, its subsidiaries, officials, employees and The Board of Education. Any insurance or self-insurance maintained by the DISTRICT, its subsidiaries, officials, employees and The Board of Education shall be in excess of the Contractor's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

The Contractor shall furnish the DISTRICT with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the DISTRICT before work commences.

- 8. **W-9 Form** – All firms must provide the following documentation to the District:
 - a. IRS W-9 Form (Taxpayer Identification Number)
Revised October 2007
- 9. **Conflict of Interest Certification -** Included with this RFQ (page 14)

END OF PROPOSAL FORMAT

AWARD

1. **Award of Proposal** - Award will be made to the firm offering the most advantageous proposal for E-rate consultant services. Capistrano Unified School District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated.
2. **Award Evaluation Criteria** - Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:
 - a. Qualifications and availability of key persons to be assigned to the contract resulting from this solicitation.
 - b. Number of years of experience your firm has in this type of business and with accounts of this size.
 - c. Demonstrated competence in relative experience.
 - d. Experience in performance of comparable work.
 - e. Costs/fees.
 - f. Financial stability.
 - g. Conformance with the specifications of this RFQ.

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

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

3. **Award Selection Process** - Selection of qualified firms will be based on the following: quality and completeness of submitted proposal; understanding of objectives; project approach; experience and expertise with public agencies and similar types of efforts; and references. Additional questions may be asked of firms and interviews may be conducted. The firm awarded the contract will be required to sign the District's standard Consultant Agreement. Sample included in RFQ (page 16).

KEY ACTION DATES

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

Milestone	Date
RFP Release/Advertise	April 17, 2009
Proposal Due Date	May 5, 2009
Interviews	May 11 – May 15, 2009
Board Approval	June 8, 2009

ADDITIONAL INFORMATION

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

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

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

Proposals must be received by Tuesday, May 5, 2009, 4:00 p.m. and addressed to:

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

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

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

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

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

Thank you for your participation!

**CERTIFICATION
REQUEST FOR QUALIFICATIONS (RFQ) NO. 1-0910
E-RATE CONSULTANT**

I certify that I have read the attached **Request for Qualifications – (RFQ) NO. 1-0910 E-RATE CONSULTANT**, and the instructions for submitting an RFQ. I further certify that I must submit one (1) original and three (3) copies of the firm's proposal in response to this request, completed Certification by Contractor Criminal Records Check, Pricing Sheet, and Conflict of Interest Certification, and that I am authorized to commit the firm to the proposal submitted.

Signature

Typed or Printed Name

Title

Company

Address

Address

Telephone

Fax

Date

E-Mail Address

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

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

To the Governing Board of Capistrano Unified School District:

I, _____ certify that:
Name of Contractor

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

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

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

PRICING SHEET

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

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

Title	Hourly Rate

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

Print Name of Firm

Authorized Signature

Representative

Federal I.D. #/License

Date

Proposer: _____

CONFLICT OF INTEREST CERTIFICATION

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

PRINT NAME _____

SIGNATURE AND DATE _____

TITLE OF OFFICER _____

NAME OF COMPANY _____

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

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

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

Explain: _____

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

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

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

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

- f. What was your last date of employment?

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

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

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

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

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

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

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

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

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

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

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

_____, _____.
(City) (State)

(Signature)

(Printed Name)

(Title)

CONSULTANT NAME: _____ Contract No. _____



Consultant Agreement

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

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** _____

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on _____ and will diligently perform as required and complete performance by _____.

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

5/30/08

1

CONSULTANT NAME: _____ Contract No. _____

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows:

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

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

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

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

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

5/30/08

2

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

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

DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT NAME: _____ Contract No. _____

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

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

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

a. Exhibit A _____

b. Exhibit B _____

c. Exhibit C _____

CONSULTANT NAME: _____ Contract No. _____

This AGREEMENT is entered into this _____ Day of _____.

DISTRICT:

CONSULTANT:

By: _____
Terry Fluent, Director of Purchasing

By: _____
Signature

Printed Name

Title

Board Approval Date

Social Security or Taxpayer Identification



RFQ NO. 1-0910

E-RATE CONSULTANT

ADDENDUM NO. 1

April 23, 2009

Please note the following additions/corrections/clarifications to the above-referenced RFQ. The additions/corrections/clarifications are as follows:

1. Page 2, Item 6 (Assist in the development of the District's Technology Plan).

The District requires support to ensure the technology plan is always updated to meet the requirements of E-Rate regulations. Work would be done along with CUSD staff.

2. Page 3, Item 20 (Work with District's Service Providers).

This would be a joint effort of the Consultant and CUSD to ensure that all discounts are received. This would include the Consultant monitoring payments to CUSD and interceding when necessary.

3. Page 5, Item 7 (Insurance Requirements). Additional Insurance Requirement:

Professional Liability:	\$1,000,000 minimum limit per occurrence
(Errors & Omissions)	\$2,000,000 minimum general aggregate

CAPISTRANO UNIFIED SCHOOL DISTRICT

Terry Fluent
Director, Purchasing

SUMMARY SCORE SHEET

EVALUATION OF CONSULTANT'S RESPONSES TO REQUEST FOR QUALIFICATION

E-Rate Consultant RFQ No. 1-0910

#	Name of Firm	Submittal Requirements									Selection Criteria									Tot	Gnd	Tot		
		1	2	3	4	5	6	7	8	9	Tot	a	b	c	d	e	f	g						
												1-5	1-5	1-5	1-5	1-5	1-5	1-5						
1	California School Management Group										16												28	44
2	E-Rate 360 Solutions										18												27	45
3	E-Rate Central										18												23	41
4	Infinity Communications & Consulting, Inc.										17												22	39
5	NVLS Professional Services, LLC										18												29	47

Submittal Requirements

- 1 Executive Summary
- 2 Narrative
- 3 Fees/Services Schedule
- 4 Additional Data
- 5 Certification
- 6 Certification Criminal Records Check
- 7 Insurance Certificates
- 8 W-9
- 9 Conflict of Interest Certification

Selection Criteria

- a Qualifications and Availability of Key Persons Assigned to Contract
- b Number of Years Experience
- c Demonstrated Competence in Relative Experience
- d Experience in Performance of Comparable Work
- e Cost/fees
- f Financial Stability
- g Conformance with Specifications of RFQ

Submittal Requirements Scoring

- 2 = Included
1 = Partially Included
0 = Not Included


Selection Criteria Scoring

- 5 = Excellent
4 = Above Average
3 = Average
2 = Fair/ Not Determinable
1 = Poor/Below Standard
0 = Did Not Respond

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

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

SUBJECT: **APPROVAL: AWARD OF REQUEST FOR QUALIFICATIONS NO.
11-0809 – DENTAL, VISION, LIFE, AND DISABILITY BENEFITS
CONSULTING SERVICES – MERCER HEALTH BENEFITS, LLC**

BACKGROUND INFORMATION

On March 9, 2009, the Board of Trustees authorized advertising for Request for Qualifications No. 11-0809 – Dental, Vision, Life, and Disability Benefits Consulting Services. A Request for Qualifications (RFQ) was designed and the scope of work and rating system was developed to meet the specific requirements of the district, Exhibit A. The RFQ was properly advertised, and documents were distributed to six vendors. The district received four proposals; Alliant Insurance Services Inc., Aon Risk Insurance Services West, Keenan Associates, and Mercer Health & Benefits, LLC. These proposals are available for review in the Purchasing Department.

The district's standard contract resulting from this RFQ consists of an initial one year term with two additional annual renewals at the option of the Board of Trustees, Exhibit B.

An Evaluation Committee comprised of District management employees as well as members from all three of the District's bargaining units included: Mike Patton, Executive Director, MOT, Christopher Carter, DJAMS Principal, Ronda Walen, President, California School Employees Association, Wyatt McClean, California School Employees Association, Vicki Soderberg President, Capistrano Unified Education Association, Christine Balentine, CTA/Capistrano Unified Education Association, Heidi Harris, Teamsters Local 952, and Jim Hetrick, Teamsters Local 952. The Evaluation Committee reviewed the proposals and ranked them according to criteria established in the RFQ. Each group evaluated the applicants separately and each group submitted one scoring sheet. The score sheets are available upon request. The Summary Score Sheet, as shown in Exhibit C, summarizes the average scores submitted by each group.

Two firms, Aon Risk Insurance Services West and Mercer Health Benefits, LLC were asked to attend an interview and presentation on June 4, 2009. Each firm was given the opportunity to

**APPROVAL: AWARD OF REQUEST FOR QUALIFICATIONS NO. 11-0809
DENTAL, VISION, LIFE, AND DISABILITY BENEFITS CONSULTING SERVICE
MERCER HEALTH BENEFITS, LLC**

June 22, 2009

Page 2

give a short presentation and to field questions during a thirty minute time frame. The Committee finalized their recommendation after seeing the presentations. The Committee is recommending Mercer Health Benefits, LLC for the following reasons:

1. Mercer's response to the RFP and their presentation was the most complete and professional.
2. Mercer is a large national firm with extensive resources and clout when it comes to negotiating on the district's behalf.
3. Mercer offers a superior number of services out of their Newport Beach offices including legal advise, one of the largest public agency health benefits data bases and analysis of the district's disability, medical use and return to work program
4. Mercer is a national HR consulting firm and does not have Joint Power Authorities (JPAs), Insurance Pools or other lines of business which could create potential conflicts of interest.
5. Mercer will guarantee that they will receive no compensation, regardless of form, other than the agreed contract amount.
6. Mercer has not been involved in any allegations of improper practices.

CURRENT CONSIDERATIONS

This agenda item seeks the award of RFQ No. 11-0809 – Dental, Vision, Life, and Disability Benefits Consulting Service to Mercer Health Benefits, LLC, for medical benefits consulting service.

FINANCIAL IMPLICATIONS

The annual expenditure for medical benefits consulting services using this RFQ would be \$50,000, paid directly by the district or in the form of commissions from carriers or a combination of both. The terms will be negotiated and incorporated into the contract.

STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees award RFQ No. 11-0809 – Dental, Vision, Life, and Disability Benefits Consulting Services to Mercer Health Benefits, LLC, for the contract term of July 1, 2009 through June 30, 2010, with two (2) one-year renewal periods at the option of the Board of Trustees.



REQUEST FOR QUALIFICATIONS

**DENTAL, VISION, LIFE, AND DISABILITY BENEFITS
CONSULTING SERVICE
RFQ No. 11-0809**

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

**RFQ Deadline: Wednesday, April 8, 2009 – 4:00 p.m.
Capistrano Unified School District
Education Center
Attention: Terry Fluent, Director, Purchasing
33122 Valle Road
San Juan Capistrano, CA 92675**

**CAPISTRANO UNIFIED SCHOOL DISTRICT
Purchasing Department
33122 Valle Road
San Juan Capistrano, CA 92675
(949) 234-9442**

Capistrano Unified School District provides employees health and welfare benefits through its membership in the Metropolitan Employee Benefit Association (MEBA) program. Dental, vision, life insurance, long-term disability, and flexible spending benefits are provided through a medical benefits consultant. To properly monitor and review the dental, vision, life insurance, long-term disability and flexible spending account programs, the District would like to enter into a contract with an experienced medical benefits consulting service.

This agreement would consist of an initial one-year term with two (2) one-year renewal periods at the option of the Board of Trustees.

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

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

INSTRUCTIONS FOR SUBMITTING PROPOSALS FOR
DENTAL, VISION, LIFE, AND DISABILITY BENEFITS
CONSULTING SERVICE

A. Scope of Services to Be Provided

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

- Review employee benefits plan contracts
- Monitor claims administration
- Resolve routine claims problems
- Assist and advocate for claim appeals
- Work with staff to resolve accounting, enrollment, reporting and other client related administrative problems
- Monitor all carriers account management services and report regularly to the District
- Assist staff with all aspects of benefit administration

- Assist in the review of regulations governing contracts
- Review and negotiate employee benefits plan renewals and assist in the renewal process
- Monitor premium and utilization information regularly
- Utilize benefit benchmark data across industry
- Regularly attend and report to the District Health Benefits Committee

B. General

1. **Executive Summary** - The **Executive Summary** should contain a statement of interest and a brief summary of qualifications to engage in a professional relationship with Capistrano Unified School District.
2. **Narrative** - Provide a detailed description of your qualifications for providing medical benefits consulting services. Include descriptive and supportive evidence of how your firm will maintain a close working relationship with Capistrano Unified School District. The narrative should include the following:
 - a. **Experience/References:** Provide a list of contracts from the past five (5) years for services similar in scope to this proposal. Include a minimum of three (3) educational client references with whom you have contracted within the last three (3) years. List must include the following information for each contract:
 - Client name and complete address
 - Contact name and telephone number
 - Dates of Service
 - Description of service
 - Contract amount
 - b. **Provide a “Scope of Service”** of your services necessary to assist the school district. Outline, in detail, the tasks your firm will perform to produce information and services requested under the “Scope of Services to be Provided”, page 1 section A above. As necessary, indicate any additional or optional tasks.
3. **Fees/Schedule of Services. Be as thorough and specific as possible as this will form the basis of any contract for services that may be presented by the District.**
4. **Additional Data:** Provide additional information about your firm as it may relate to this RFQ. Include letters of reference or testimonials if

appropriate. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the evaluation teams in understanding your qualifications and expertise.

5. **Certification** - Complete, sign, and date the enclosed "Certification" with this RFQ.
6. **Certification by Contractor of Criminal Records Check** – Pursuant to Education Code 45125.1, complete, sign, and date the enclosed form AB 1610, 1612 and 2102 included with this RFQ.
7. **Insurance** – Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect vendor and District against liability or claims of liability, which may arise out of the agreement. In addition, contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the actual start date, contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insureds under aid policy.
8. **W-9 Form** – All contractors must provide the following documentation to the District:
 - a. IRS W-9 Form (Taxpayer Identification Number)
Revised October 2007

C. **Award**

1. **Award of Proposal** - Award will be made to the firm offering the most advantageous proposal. Capistrano Unified School District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated.
2. **Award Evaluation Criteria** - Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:
 - a. Qualifications and availability of key persons to be assigned to the contract resulting from this solicitation.
 - b. Number of years of experience your firm has in this type of business and with accounts of this size.
 - c. Demonstrated competence in relative experience.

- d. Experience in performance of comparable work.
- e. Costs/fees.
- f. Financial stability.
- g. Conformance with the specifications of this RFQ.

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

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

3. **Award Selection Process** - Selection of qualified firms will be based on the following: quality and completeness of submitted proposal; understanding of objectives; project approach; experience and expertise with public agencies and similar types of efforts; and references. Additional questions may be asked of firms and interviews may be conducted.

ADDITIONAL INFORMATION

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

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

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

The proposal must be received by Wednesday, April 8, 2009, 4:00 p.m. and addressed to:

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

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

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

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

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

Thank you for your participation!

**CERTIFICATION
REQUEST FOR QUALIFICATIONS (RFQ)
DENTAL, VISION, LIFE, AND DISABILITY BENEFITS
CONSULTING SERVICE
FOR THE CAPISTRANO UNIFIED SCHOOL DISTRICT**

I certify that I have read the attached **Request for Qualifications – Dental, Vision, Life, and Disability Benefits Consulting Service**, and the instructions for submitting an RFQ. I further certify that I must submit one (1) original and three (3) copies of the firm's proposal in response to this request, completed Certification by Contractor Criminal Records Check and that I am authorized to commit the firm to the proposal submitted.

Signature

Typed or Printed Name

Title

Company

Address

Address

Telephone

Fax

Date

E-Mail Address

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

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

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

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

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

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

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

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

To the Governing Board of Capistrano Unified School District:

I, _____ certify that:
Name of Contractor

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

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

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone



RFQ NO. 11-0809

DENTAL, VISION, LIFE, AND DISABILITY BENEFITS CONSULTING SERVICE

ADDENDUM NO. 1 March 31, 2009

Please note the following additions/corrections to the above-referenced RFQ. The additions/corrections are as follows:

Additional General Information:

Capistrano Unified School District (CUSD) is a large school district with an enrollment of approximately 55,000 students, with over 4,500 employees and a total payroll of \$280 million. Medical Benefits are secured through the Metropolitan Employee Benefits Association (MEBA). This RFQ is for the balance of the health and welfare (H & W) benefits that are overseen with the assistance of a consultant.

CUSD currently books H & W benefits with the following entities. In all cases, they renew on January 1:

- PPO Dental Self Insured and managed by Cigna
- HMO Dental fully insured through Cigna
- Vision – VSP
- Life and A&D – Reliance Standard
- Long Term Disability – Unum
- FSA – TriAd

All CUSD benefits are available to retirees that worked more than 10 years for the district and until age 65. Please visit the insurance website <http://CUSD.capousd.org/insurance> for more information.


During the past 6 years CUSD has contracted these consulting services from AON using a combination of fees and commissions totaling \$ 55,000. The contract is for a period of three years, renewable annually.

CUSD's Insurance and Business departments handle all billing and payments.

Interested parties should be prepared to establish their firm is in good financial standing by producing company financial statements or by providing a current rating by a recognized rating agency. Additional information such as premiums and benefit structures are available on our website <http://CUSD.capousd.org/insurance>

The purpose of this RFQ is to ensure that Capistrano Unified School District is receiving the best service possible and paying a competitive price. RFQ responses will be evaluated by committee and a recommendation will be submitted to the board.

CAPISTRANO UNIFIED SCHOOL DISTRICT



Terry Fluent
Director, Purchasing

CONSULTANT NAME: _____ Contract No. _____



Consultant Agreement

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

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** _____

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on _____ and will diligently perform as required and complete performance by _____.

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

CONSULTANT NAME: _____ Contract No. _____

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows:

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

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

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

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

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

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

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

DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

CONSULTANT NAME: _____ Contract No. _____

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

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

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

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

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

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

CONSULTANT NAME: _____ Contract No. _____

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

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

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

a. Exhibit A _____

b. Exhibit B _____

c. Exhibit C _____

CONSULTANT NAME: _____ Contract No. _____

This AGREEMENT is entered into this _____ Day of _____.

DISTRICT:

CONSULTANT:

By: _____
Terry Fluent, Director of Purchasing

By: _____
Signature

Printed Name

Title

Board Approval Date

Social Security or Taxpayer Identification

SUMMARY SCORE SHEET

EVALUATION OF CONSULTANT'S RESPONSES TO REQUEST FOR QUALIFICATIONS
DENTAL, VISION, LIFE, AND DISABILITY BENEFITS CONSULTING SERVICE - RFQ NO. 11-0809

#	Name of Firm	Submittal Requirements								Selection Criteria								Tot	Gnd	
		1	2	3	4	5	6	7	8	Tot	a	b	c	d	e	f	g			
											1-5	1-5	1-5	1-5	1-5	1-5	1-5			
1	Alliant Insurance Services, Inc.									15									24	39
2	Aon Risk Insurance Services West									15									24	39
3	Keenan Associates									12									23	35
4	Mercer									15									32	47
										0									0	0
										0									0	0
						</														

Scored 154 total points
Scored 155 total points

Submittal Requirements

- Executive Summary
- Narrative
- Compensation Schedule
- Additional Data
- Certification
- Certification Criminal Records Check
- Insurance Certificates
- W-9

Selection Criteria

- Qualifications and Availability of Key Persons Assigned to Contract
- Number of Years Experience
- Demonstrated Competence in Relative Experience
- Experience in Performance of Comparable Work
- Cost/fees
- Financial Stability
- Conformance with Specifications of RFQ

Submittal Requirements Scoring

- Included
- Partially Included
- Not Included


Selection Criteria Scoring

- Excellent
- Above Average
- Average
- Fair/ Not Determinable
- Poor/Below Standard
- Did Not Respond

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

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

SUBJECT: **APPOINTMENT OF CONSULTING FIRM FOR ENVIRONMENTAL
REVIEW AND DOCUMENTATION RELATED TO COMPRESSED
NATURAL GAS FACILITY AT ALISO VIEJO TRANSPORTATION SITE**

BACKGROUND INFORMATION

In the Spring of 2007, the District solicited qualifications packages from environmental firms to represent Capistrano Unified School District (CUSD) on various “on-call” projects on an “as-needed” basis. On June 25, 2007, CUSD appointed two consulting firms to provide the environmental services for the 2007-2008 fiscal year, and these contracts were extended for another year on July 21, 2008. Typically, the on-call services contract includes small assignments such as review of outside agency proposals, or preparation of minor environmental assessments or notices of exemptions. One of these firms – UltraSystems, was recently asked to prepare a proposal to address any environmental effects associated with the installation of the Compressed Natural Gas (CNG) fueling facility. This type of study, however, is much more involved and time-intensive than a typical on-call service and therefore, would require a new contract to cover the necessary expenses. Specifically, the CNG facility is comprised of a small fueling dispenser shielded by a block wall, to serve 20 existing buses that currently run CNG fuel. To date, District personnel have been coordinating with City of Aliso Viejo staff for their administrative approval which includes a Conditional Use Permit (CUP). In their review, the City requested an environmental assessment of the proposed CNG facility to accompany the CUP application.

UltraSystems has significant knowledge and experience with the California Environmental Quality Act (CEQA), which was previously proven valuable as they prepared the environmental documents for the bus reduction program in 2008. Moreover, the firm has considerable experience in preparing environmental documents for other CNG facilities. UltraSystems has prepared a proposal to complete a Negative Declaration of the CNG facility – attached as Exhibit A. The anticipated schedule for the Negative Declaration is to complete the document by the end of June 2009, circulate for public comment in July 2009, and have the Board of Trustees certify at the August, 10, 2009 Board meeting. Immediately following the certification of the document, the District will proceed through the City’s approval process.

CURRENT CONSIDERATIONS

This agenda item pertains to the appointment of UltraSystems to provide environmental review and documentation for the proposed CNG facility at the Aliso Viejo Transportation Site. Exhibit A (attached) is a copy of the proposal from UltraSystems that describes the anticipated scope of the Negative Declaration and the associated costs.

APPOINTMENT OF CONSULTING FIRM FOR ENVIRONMENTAL REVIEW AND DOCUMENTATION RELATED TO COMPRESSED NATURAL GAS FACILITY AT ALISO VIEJO TRANSPORTATION SITE

June 22, 2009

Page 2

FINANCIAL IMPLICATIONS

This agenda item will not impact the District's General Fund. Costs associated with the environmental review and documentation related to proposed CNG facility at the Aliso Viejo Transportation Site will be funded from the District's capital facility accounts.

STAFF RECOMMENDATION

It is respectfully requested that the Board of Trustees approve the appointment of UltraSystems to complete the environmental review and documentation related to the CNG facility at Aliso Viejo Transportation Site.



June 3, 2009

Mr. Cary Brockman
Director, Facilities Planning
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Subject: Preparation of Environmental Documentation for a CNG Facility at the District's Aliso Viejo Transportation Facility. UltraSystems (revised) Proposal No. 090546

Dear Mr. Brockman,

UltraSystems Environmental Inc. (UltraSystems) is pleased to provide you with our scope and cost to prepare a Mitigated Negative Declaration (MND) for the proposed compressed natural gas (CNG) facility at the District's Aliso Viejo Transportation Facility (yard). Our work on preparing the MND is outlined below.

PROJECT UNDERSTANDING

UltraSystems understands that the District is proposing to install a CNG fueling facility within the District's existing yard at 2B Liberty in Aliso Viejo, CA. This yard is used to house the District's Transportation Department and is used as the office for the District Transportation staff; the Bus Pass office; a parking lot for most of the District's active school buses; 284 parking spaces that accommodate District large and small buses, school district vehicles, and employees and visitor parking; a fueling station for the buses; and a maintenance facility for buses and the District's "white fleet." The main building contains the offices and break rooms for the bus drivers. A separate building contains the garage facilities for maintaining the District's vehicles. There is a fueling facility for diesel and unleaded fuel vehicles. The District currently operates 92 buses at the yard and no additional buses are anticipated at this location. The proposed CNG fueling station is intended to support the use of the existing low-emitting CNG buses.

Without the proposed CNG fueling facility at the yard, the CNG buses must travel over a 24-mile round-trip to a CNG fueling facility located near Interstate 5 and Sand Canyon Avenue in Irvine. It currently costs the District approximately \$5,000 a month to transport the buses to this fueling location, refuel them and then drive them back to the District yard. With the addition of the proposed fueling facility, the CNG buses would be able to refuel on-site prior to leaving the yard and the time and expense of traveling to an off-site fueling facility would be avoided. Additionally, the proposed CNG fueling facility would serve as a fueling site for additional CNG buses as the remaining District diesel buses are retired.

The fueling facility would consist of a fueling station that would be placed on the southwest part of the yard, west of the existing shop building. The station would consist of seven CNG fill posts, supported by

Corporate Office – Orange County
16431 Scientific Way
Irvine, CA 92618-4355
Telephone: 949.788.4900
Facsimile: 949.788.4901
Website: www.ultrasystems.com

three compressors. The compressors would be located on a concrete slab within a U-shaped, concrete block wall enclosure. The fueling facility would also consist of the re-pavement of existing asphalt after saw cut work necessary to construct the CNG fueling facility has been completed. Natural gas, electricity, and sewer are presently available at the yard to support construction and use of the CNG fueling facility.

Related CNG Project Experience

UltraSystems has prepared MNDs for 4 different CNG facilities used by the Los Angeles County Metropolitan Transportation Agency (Metro) to refuel its buses. Therefore, we are very familiar with the issues posed by the development of these types of facilities: air quality, noise, hazards and traffic.

Environmental Documentation Staff

Ms. Betsy Lindsay will serve as the Principal-in-Charge for the preparation of the project MND. Mr. Bob Rusby, AICP, will serve as the Senior Project Manager for the preparation of this document. Mr. Rusby will be assisted by Carl Hung, one of our Environmental Analysts. Michael Rogozen, D. Env., will prepare the project air quality and noise study. Mr. Carl Ballard and his staff with Kunzman Associates will prepare the project traffic study.

Prepare Technical Studies

UltraSystems and our subconsultant will prepare the following technical studies that will be used to support the analysis in the project MND:

Air Quality Study

UltraSystems will prepare a stand-alone technical assessment of air quality impacts of the proposed project. Regional and local air quality impacts from the proposed project can occur during both its construction and its operations. The air quality review will consist of the following key components:

- Air Quality Setting;
- Air Emission Inventory;
- Air Quality Assessment;
- Emission Mitigation Measures; and
- Greenhouse gas emissions/global warming.

The air quality assessment will consider both construction phase and operational phase emissions. Fugitive dust and combustion emissions from heavy-duty equipment will be the focus of the analysis of the construction phase. For the operational phase, the air quality study will estimate the change (positive or negative) in bus emissions as on-site fueling replaces trips to the Irvine fueling station. It will also address emissions from stationary emission sources that will operate on the project site, such as the new compressors, and take into account reductions in emissions from diesel fuel dispensing and storage. In the event that any significant impact is identified in the air quality impact analysis, potential emission mitigation measures will be suggested for future consideration.

This technical study will be prepared in a manner consistent with the South Coast Air Quality Management District's (SCAQMD's) *CEQA Air Quality Guidelines*. Emission factors used for this study will be obtained

from the SCAQMD, from the U.S. Environmental Protection Agency document *AP-42*, or from other references, as needed.

- ✓ Air Quality Setting: UltraSystems will summarize the climatology of the South Coast Air Basin (SCAB). A general description of the air pollutants of concern will be provided. We will also compare the most recent three years of ambient air concentrations to the appropriate California Ambient Air Quality Standards (CAAQS) and National Ambient Air Quality Standards (NAAQS) and discuss the Basin's attainment status with respect to these standards. Finally, UltraSystems will summarize the latest air quality management plan and present the SCAQMD's CEQA significance thresholds for construction and operations.
- ✓ Air Emission Inventory: Construction emissions will be calculated for the project, using the URBEMIS 2007 emissions model. The construction phase emissions will include emissions related to site preparation and construction. The primary sources of construction emissions will likely be heavy-duty equipment exhaust and airborne fugitive dust. The calculation of project construction-related emissions will subdivide the construction into distinct phases such as demolition, clearing and grubbing, grading, trenching, and paving activities. Emissions are calculated separately for each construction phase. The emissions for each construction phase depend on the duration of the construction, types and capacity of construction equipment involved, and construction materials involved (such as soil moisture content, silt content, soil density, square footage and volume of demolition material). In addition, the SCAQMD requires a localized significance threshold analysis for nitrogen dioxide (NO₂), carbon monoxide (CO), and respirable particulate matter (PM₁₀ and PM_{2.5}) for the on-site construction activities only. UltraSystems will only prepare a screening analysis, using the District's *Final Localized Significance Threshold Methodology* (June 2003). If the project "fails" the screening analysis and more detailed modeling is required, UltraSystems will request a change order. For this task, UltraSystems will need information on the proposed schedule of each phase of construction (grading, construction of buildings, paving, etc.) and, if possible, the number of each type of construction equipment to be deployed in each phase.

The principal sources of post-construction (operational) emissions will be compressor operation and off-site traffic generated (or reduced) by the project. In addition, diesel refueling and storage emissions need to be calculated, as they will be reduced or eliminated. Trip generation rates (i.e., increased traffic flow) will be obtained from the traffic study and from the District. Operational emissions will be calculated with URBEMIS 2007 and using emission factors from the aforementioned sources. In addition, we will perform a carbon monoxide (CO) "hotspots" analysis only for intersections in the project area for which there is a potential for elevated CO concentrations, such as those that the traffic study has determined to operate at a level of service (LOS) E or F. The hotspots analysis will be conducted using the CALINE dispersion model.

- ✓ Air Quality Assessment: To assess the project's impacts on regional air quality, construction and operational emissions will be compared with the SCAQMD's CEQA thresholds. CO hotspots concentrations (if calculated) will be compared with ambient air quality standards for that pollutant. Finally, NO_x, CO, and particulate matter emissions will be compared with the District's thresholds for localized significance analyses.
- ✓ Mitigation Measures (if necessary): In the event that significant project impacts will result from construction or operational phase activities, feasible mitigation measures will be presented to reduce impacts to a less-than-significant level. For construction activities, these measures may include dust

suppression beyond that required by SCAQMD Rule 403, engine emission controls for heavy-duty equipment, and work scheduling. During the operational phase, mitigation measures may include modifications to local traffic flows and purchase of offsets.

- ✓ Greenhouse Gas Emissions/Global Warming: UltraSystems will use URBEMIS 2007 to estimate carbon dioxide emissions for a baseline year and for project implementation. The increase (or decrease) in CO₂ emissions will be used to determine whether the project will aid or hinder implementation of the attainment of the goals of AB 32.

Noise Study

UltraSystems will prepare the noise impact study for the proposed project. The existing setting will include a discussion of the State and local noise guidelines and policies as applicable to the project area, and a summary of already available information on existing noise levels. No ambient noise monitoring will be conducted.

Levels of significance defined for this project will be based upon the latest approved versions of the City of Aliso Viejo General Plan, Noise Element (which is based upon the Orange County Noise Control Ordinance) and the Aliso Viejo Municipal Code. Short-term noise-related impacts from project construction will be estimated by determining which types of equipment will be on-site simultaneously, what their maximum noise emissions and utilization rates are, and how far away the nearest sensitive receptors are. UltraSystems will use this information to estimate noise exposures for the averaging times in which terms the levels of significance are defined.

Long-term noise impacts include those to off-site receptors from on-site sources (compressors, bus activity), as well as from project-related increases in off-site traffic. UltraSystems has analyzed noise impacts from several CNG fueling projects, and will use the same methods successfully used on those. Compressor noise will be estimated using device-specific noise data, where available, taking into account proposed shielding. Only if appropriate, given the change in traffic, noise modeling will be conducted using the Federal Highway Administration's Traffic Noise Model (TNM) Version 2.5. Impacts, both to on-site and off-site receptors, associated with project implementation will then be compared with the significance thresholds discussed above.

Mitigation will be proposed for all significant impacts. Potential mitigation for construction includes construction staging through project phasing, limitations on construction hours, placement of stationary sources as far from sensitive receptors as feasible, and use of proper mufflers and temporary noise barriers. Operational mitigation, if necessary, could include the use of sound walls or berms where not currently proposed, and augmented walls and berms where proposed; increased setbacks from major noise sources; and additional enclosure of noisy types of equipment (e.g., compressors). Residual impacts after mitigation will be compared with the impact criteria to assess the adequacy of the proposed mitigation measures.

Traffic Study

The focused traffic analysis will consist of preparing an objective report suitable for submittal to the reviewing agency. The report will be prepared in accordance with accepted professional transportation engineering standards. The final illustrated report will summarize the focused traffic analysis findings, methodology, and supportive data. Specifically, the focused traffic analysis will consist of (1) conducting

a field survey; (2) documenting existing traffic conditions; (2) determining project traffic generation; (3) examining internal circulation including emergency vehicle access; and (4) preparing a written report.

A separate letter report will be prepared for all of the above technical studies. A draft of each study will be sent to District staff for review and comment before being finalized by UltraSystems based on District staff comments. Information from these studies will be summarized in the project Initial Study. A copy of each study will also be attached as a technical appendix to the project IS/MND.

SCOPE OF WORK

As previously discussed, UltraSystems would prepare a MND to environmentally clear the construction and operation of the proposed CNG fueling station. The District would serve as the Lead Agency on this project since it is responsible for approving of the project MND, obtaining all necessary permits to allow for the construction of the fueling station and award the contract to construct this facility. District staff will also operate this facility once it has been constructed. Tasks necessary to complete the MND are outlined below.

TASK 1: PREPARE PROJECT INITIAL STUDY

Subtask 1.1: Preparation of Initial Study. Upon receipt of copies of all applicable documents on the CNG facility in the possession of the District, UltraSystems will prepare the Screencheck Initial Study presenting its assessment of the project's potential environmental impacts. Information in the project air quality, noise and traffic studies will be used to analyze the project's impacts on air quality, noise and traffic.

All of the environmental factors (Aesthetics, Agriculture Resources, Air Quality, Biological Resources, Cultural Resources, Geology/Soils, Hazards & Hazardous Materials, Hydrology/Water Quality, Land Use/Planning, Mineral Resources, Noise, Population/Housing, Public Services, Recreation, Transportation/Traffic, Utilities/Services) questions in the project Initial Study Checklist will be fully analyzed in the Initial Study Checklist. All pertinent information from the March 1995 Expanded Initial Study and Addendum for the District's Transportation Center, other project plans and documents and the technical studies described above will be used to help answer these questions. However, the IS checklist analysis will focus on Air Quality (any air quality issues created by the CNG facility), Hazards & Hazardous Materials (potentially hazardous conditions created by the CHG fuelling station, if any), Noise (operation of the CNG facility on residential units adjacent to the District's yard) and Transportation/Traffic (impact of CNG facility on automobile traffic within and adjacent to the District yard). Mitigation measures to reduce the project's impacts on these resources will be included in the IS, including appropriate mitigation measures in the March 1995 Transportation Center Initial Study, to reduce its impacts on these environmental resources.

Subtask 1.2: Identification of Responsible and Trustee Agencies. UltraSystems will identify all Responsible and Trustee agencies, per CEQA Guidelines § 15381 and §15386, who may be interested in the project or issue the project a permit. These agencies will be listed in the project IS. They will also be sent a copy of the MND.

TASK 2.0: PREPARE MITIGATED NEGATIVE DECLARATION (MND) AND MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

Should the District determine, on the basis of the Initial Study, that there is no substantial evidence that the CNG facility may cause a significant effect on the environment, or that revisions to the facility design would avoid or mitigate any potentially significant effects to a level of insignificance, UltraSystems will perform all tasks as described below.

Subtask 2.1: Document Preparation. UltraSystems will prepare five (5) copies of a screencheck draft IS/MND for review by District staff. UltraSystems will revise the MND based on District comments before preparing a draft MND for public circulation. UltraSystems has budgeted **one (1) meeting** with District staff to go over their comments on the screencheck IS/MND before finalizing the draft IS/MND. We think this is the most prudent thing to do, given the concern about this project by the City of Aliso Viejo Planning Department staff. Therefore it is important that the IS/MND reflect the District's position on this project, so it must be carefully crafted to reflect District concerns.

Twenty-five (25) hard copies of the Draft IS/MND will be prepared by UltraSystems and sent to the District for use by District staff. Up to fifty (50) copies of the Draft IS/MND will be placed on a CD for distribution to responsible and trustee agencies and other interested parties for their review. Additional copies of this document can be prepared by UltraSystems and would be provided to the District at an additional cost per copy of this document.

Subtask 2.2: Notice of Intent to Adopt a Mitigated Negative Declaration. UltraSystems shall prepare a Notice of Intent (NOI) to Adopt a MND in order to give sufficient notice to the public, responsible agencies, trustee agencies, and the County Clerk of the project Draft MND. Twenty-five (25) hard copies of the NOI will be prepared by UltraSystems for this purpose. Fifty (50) copies of the Draft IS/MND and Draft MMP will be placed on a CD for distribution to responsible agencies and other interested parties. A 30-day review of the Draft IS/MND has been included in the project schedule.

Subtask 2.3: Document Circulation. UltraSystems will be responsible for distributing the NOI and Draft IS. All document packages will be sent out by certified U.S. mail or FedEx® to verify their delivery. UltraSystems will send the draft IS/MND document to the public, responsible agencies, and trustee agencies for review; and will file the NOI/IS with the County Clerk and State Clearinghouse.

Subtask 2.4: Prepare Responses to Comments UltraSystems will prepare a response to all comments received on the Draft IS/MND for review and comment by District staff. Five (5) copies of this document will be sent to the District for review and comment. Based on District comments the response to comment document will be revised to reflect the District's changes to the responses provided in this document. UltraSystems has budgeted for **one (1) review** cycle for this task.

Subtask 2.5: Prepare Final MND Package. UltraSystems will prepare fifteen (15) hard copies of the final MND that will include the response to comments document. The Final MND will include corrections to the Draft MND based on comments received on this document. A copy of the project Mitigation Monitoring and Reporting Program (MMRP) will also be included as part of this document. Up to twenty-five copies of the Final MND package will be put on a CD for use by District staff or other interested parties. UltraSystems will send a copy of the Final MND to all those who commented on the Draft MND ten days before the District's School Board considers the Final MND and project.

Subtask 2.6: Prepare Mitigation Monitoring and Reporting Program (MMRP). UltraSystems will prepare a project MMRP, which will include all mitigation measures proposed to be included in the project to reduce its impacts on the environment. The MMRP will specify, for each measure included in the MND, when it will be implemented and who will be responsible to see that it is implemented. A draft of the MMRP will be sent to District staff for review and approval along with the copies of the screencheck IS/MND. UltraSystems will finalize the Draft MMRP based on District staff comments.

A final MMRP will be prepared that includes additional measures added to the project by The District's School Board or by comments received from the general public or other public agencies on the project Draft MND. The Final MMRP will be included in the project Final MND.

Subtask 2.7: Meeting Adoption. UltraSystems has budgeted for attendance and participation in **one (1) public hearing** before the School Board before the adoption of the Final MND.

TASK 3.0: CEQA PROCESSING SUPPORT SERVICES

This major task includes those activities required to support the preparation of the MND, comply with specific procedural obligations specified under CEQA, and represent the environmental document before the District's School Board.

Subtask 3.1: CEQA Documents and Notices Distribution. This task includes all activities required to distribute via certified mail the Notice of Completion and other pertinent documentation to all Responsible Agencies, Trustee Agencies, the State Clearinghouse, pertinent local agencies, interested organizations, groups, and individuals. The cost for this service will not include publishing the Notice of Intent to Adopt a MND in at least one [1] newspaper of general circulation in the immediate area. The **Payment of any noticing fees** will be borne by the District. This task has previously been covered in the tasks described above.

Subtask 3.2: Prepare Project Notice of Determination and Posting with the County Clerk. UltraSystems will prepare the project Notice of Determination (NOD) and post it after the District's School Board has approved the project's Final MND. UltraSystems' staff will post the NOD with the Orange County Clerk within 5 days of the approval of the Final MND. The Payment of County Clerk filing fees (\$50) and CDFG fees to review the MND (estimated to be \$1,876.75) needed to file the NOD with the County Clerk **are not included** herein, and would be borne by the District.

PROJECT SCHEDULE

UltraSystems will prepare the project MND as soon as possible in order to obtain the grant funds that are available for construction of this facility. Assuming that a contract to prepare the project MND would be approved on June 8, 2009, UltraSystems anticipates that the follow schedule would be followed:

- June 22, 2009 – District School Board approves preparation of project environmental documentation (1 day)
- June 23, 2009 - MND kick-off meeting would be held with the District staff and UltraSystems (1 day)
- July 23, 2009 - Screencheck Draft IS/MND would be completed and sent to the District staff for review and approval (3 weeks)

- July 23 to August 24, 2009 to - Revise IS/MND and circulate for 30 days public review (5 weeks)
- August 24 to August 31, 2009 - Response to Comments, Final IS/MND and MMRP completed (1 week)
- August 31 to September 4, 2009 – District staff review of Response to Comments/MMRP (1 week)
- September 7 to September 11, 2009 – Finalize Response to Comments Final MND (1 week)
- September 21, 2009 – District School Board Public Hearing on project Final MND (1 day)

UltraSystems currently has the staff on hand to complete the project MND according to the above schedule. Our Project Manager has worked with District staff in the past on the preparation of other project environmental documentation and is ready to proceed with the preparation of the project MND upon receipt of a Notice to Proceed from the District.

COST TO PREPARE THE PROJECT MND

The cost to prepare the MND for the proposed CNG facility is shown on the attached cost table. Costs have been broken out by task, the staff who would work on them and their cost per hour. It is estimated that preparation of the project MND will cost \$23,386.

Sincerely,

ULTRASYSTEMS ENVIRONMENTAL INC.




Betsy A. Lindsay,
President and CEO

Attachment: Cost to prepare the project MND

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

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

SUBJECT: **APPROVAL: REJECT ALL BIDS - BID NO. 0910-03 – ASPHALT
PAVING, SEALCOATING AND REPAIR**

BACKGROUND INFORMATION

At the May 11, 2009, Board meeting, the Board of Trustees exercised their option not to renew Bid No. 0708-01 – Asphalt, Paving, Sealcoating and Repair. Trustees directed staff to go out to bid for this service. Bid No. 0910-03 – Asphalt, Paving, Sealcoating and Repair was properly advertised and bid documents were distributed to nine vendors, two of whom submitted bids.

Due to the lack of response on this bid, staff is recommending that the district not enter into an annual materials and labor contract for asphalt, paving, sealcoating and repair at this time. During this fiscal crisis, it is in the best interest of the district to solicit proposals on a per project basis, in order to create a competitive process to obtain the best pricing available. Staff will solicit quotes on a per project basis for services. If a project exceeds the bid limit of \$76,400, per Public Contract Code 20111, for “maintenance” as defined in Public Contract Code 20115, staff will solicit bids for the work.

CURRENT CONSIDERATIONS

This agenda item seeks approval to reject all bids related to Bid No. 0910-03 for asphalt, paving, sealcoating and repair.

FINANCIAL IMPLICATIONS

There are no financial implications related to the rejection of all bids. Funding for the various projects will come from the deferred maintenance, routine restricted maintenance, CFD, modernization accounts and site funds.


STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees reject all bids relating to Bid No. 0910-03 – Asphalt, Paving, Sealcoating and Repair.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

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

SUBJECT: **APPROVAL: REJECT ALL BIDS - BID NO. 0910-04 – ELECTRICAL SERVICE**

BACKGROUND INFORMATION

At the May 11, 2009, Board meeting, the Board of Trustees exercised their option not to renew Bid No. 0708-02 – Electrical Service. Trustees directed staff to go out to bid for this service. Bid No. 0910-04 – Electrical Service was properly advertised and bid documents were distributed to ten vendors, two of whom submitted bids.

Due to the lack of response on this bid, staff is recommending that the district not enter into an annual materials and labor contract for electrical service at this time. During this fiscal crisis, it is in the best interest of the district to solicit proposals on a per project basis, in order to create a competitive process to obtain the best pricing available. Staff will solicit quotes on a per project basis for services. If a project exceeds the bid limit of \$76,400, per Public Contract Code 20111, for “maintenance” as defined in Public Contract Code 20115, staff will solicit bids for the work.

CURRENT CONSIDERATIONS

This agenda item seeks approval to reject all bids related to Bid No. 0910-04 for electrical service.

FINANCIAL IMPLICATIONS

There are no financial implications related to the rejection of all bids. Funding for the various projects will come from the deferred maintenance, routine restricted maintenance, CFD, modernization accounts and site funds.

STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees reject all bids relating to Bid No. 0910-04 – Electrical Service.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

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



SUBJECT: **SUBSCRIPTION AGREEMENT FOR SCHOOL LOOP SERVICES**

BACKGROUND INFORMATION

For the past five years, Capistrano Unified School District has had approximately 12 school sites using School Loop. School Loop is an online subscription product designed to facilitate the distribution of information regarding student assignments to parents and students and provide communications and information-sharing capabilities between teachers, students, school staff and parents. The system provides a gradebook, digital locker, daily homework emails, and integrated calendar to name a few features.

CURRENT CONSIDERATIONS

This agenda item requests Board approval for the Subscription Agreement between CUSD and School Loop, Inc. Exhibit A outlines the three year subscription agreement and terms. The district requested similar product quotes for cost comparison and School Loop continues to provide discounted rates significantly below current market value and below many of their competitors. The following school sites are covered under this agreement:

- High Schools: Capistrano Valley, Dana Hills, San Clemente, San Juan Hills and Tesoro.
- Middle Schools: Arroyo Vista K-8, Bernice Ayer, Carl Hankey, Ladera Ranch, Las Flores, Marco Forester, Newhart, Niguel Hills, Shorecliffs and Vista del Mar.

FINANCIAL IMPLICATIONS

The total cost for the 2009-2010 school year is \$62,658.40. Acceptance of this agreement will have no impact on the General Fund. Each of the 15 schools has identified site funds (i.e. Gift Funds, PTA, etc.) to cover their portion of the cost.

STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees approve entering into the subscription agreement with School Loop, Inc. (Exhibit A).

Subscription Agreement with Capistrano Unified School District made on: 5/20/09

Term			
Length: 3	Years	Months	Start date: 7/1/2009 for school year: 09/10 End date: 6/30/2012 for school year: 11/12

School Loop Standard: Standalone <input type="checkbox"/> Unified <input checked="" type="checkbox"/>	Price: \$0
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School Loop Plus: Portal <input type="checkbox"/> Grade <input checked="" type="checkbox"/>		
Student Count: 22,378	Cost per student: 09/10=\$2.80, 10/11=\$3.40, 11/12=\$3.85	Notes:

Additional Services	
Implementation	\$
Design	\$
Training	\$
Grade Export	\$

Special Comments
For SY 09/10, the average price of \$2.80 includes the Dana Hills discount. For any new schools added in SY 09/10, the cost will be \$3/student for that year.

Cost Table, Payment Terms, and Billing Terms						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	SY 09/10	SY 10/11	SY 11/12			
School Loop Standard	\$0	\$0	\$0	\$	\$	\$
School Loop Plus	\$62,658.40	\$76,085.20	\$86,155.30	\$	\$	\$
Additional Services	\$	\$	\$	\$	\$	\$
Total	\$62,658.40	\$76,085.20	\$86,155.30	\$	\$	\$
Payment Terms	Pay in full: Pay per year (multi-year): <input checked="" type="checkbox"/> Other:					
Billing Terms	Customer will issue PO: Please invoice us now: ERATE: Bill District/School directly : Bill USAC for ERATE eligible and District/School for remainder:					

This Order Form is effective as of the "Effective Date" above. By signing this Order Form, Customer agrees that any and all subscriptions and services provided by School Loop under this Order Form are subject to the School Loop Subscription Agreement which Customer signed with School Loop. Any capitalized terms used but not defined in this Order Form shall have the meanings ascribed to such terms in the Subscription Agreement.

Customer: _____	School Loop, Inc.
By (Signature): _____	By (Signature): _____
Name (Printed): _____	Name (Printed): _____
Title: _____	Title: _____
Date: _____	Date: _____

SUBSCRIPTION AGREEMENT

This School Loop Subscription Agreement (the "**Agreement**") is agreed to by the customer ("**Customer**") identified above and School Loop, Inc., 49 Powell Street, San Francisco, CA 94102 ("**School Loop**"). Customer and School Loop may sign order forms referencing this Agreement ("**Order Form(s)**"), and each such Order Form is effective as of the date specified on that Order Form (the "**Effective Date**").

This Agreement permits Customer to purchase a subscription to School Loop's web-based Service (as defined below) for the period specified on the Order Form (the "**Subscription Term**") and sets forth the terms and conditions under which such Service will be provided. This Agreement shall govern Customer's initial subscription on the Effective Date as well as any future subscription purchases made by Customer which reference this Agreement.

I. The Service

1.1. Provision of Service. School Loop offers on-line subscription products designed to facilitate the distribution of information regarding student assignments to parents and students and provide communications and information-sharing capabilities between teachers, students, school staff and parents (the "**Service**"). Subject to the terms of this Agreement, School Loop shall host the Service and will make the Service available to Customer during the Subscription Term. From time to time School Loop may make available evaluation or no-charge Services (for example, School Loop Standard (Standalone)), in this agreement those types of Services are referred to as "**Free Services**".

1.2. Restrictions. Customer may use the Service only as expressly authorized by School Loop and for no other purpose. Customer shall not: (a) rent, lease, copy, provide access to or sublicense the Service to a third party, (b) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code to the Service, (c) remove or obscure any product identification, proprietary, copyright or other notices contained in the Service (including any reports or data printed from the Service); or (d) publicly disseminate information or analysis regarding the performance of the Service.

1.3. Professional Services. If School Loop and Customer agree separately in a Statement of Work ("**SOW**"), shall provide the professional consulting services described in that SOW ("**Professional Services**"). During the term of this Agreement Customer shall have a license right to use anything delivered as part of the Professional Services internally solely in conjunction with use of the Service under this Agreement, but School Loop shall retain all right, title and interest in and to any such work product, code or software and any derivative, enhancement or modification thereof created by School Loop (or its agents). Each SOW must be signed by both parties before School Loop shall commence work under such SOW. Customer will reimburse School Loop for reasonable travel and lodging expenses as incurred.

2. Customer Obligations

2.1. "Customer Content" means any data, information or other content of any type which is provided by Customer or any parents, teachers, administrators or students ("**Users**") to School Loop for inclusion in the Service; including without limitation data, information or other content which Customer or Users input to or upload to the Service. Customer shall assure that use of the Service and all Customer Content at all times comply with all applicable local, state, federal and international law, regulations and conventions, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data. Customer is solely responsible for the accuracy, content and legality of all Customer Content (including its use as authorized hereunder). Customer represents and warrants to School Loop that Customer has sufficient rights in the Customer Content to authorize School Loop to process, distribute and display the Customer Content as contemplated by this Agreement and the Service, and that the Customer Content does not infringe the rights of any third-party or constitute libel, slander or defamation.

2.2. Access to Service. If Customer or Users are given access to accounts on School Loop's systems in order to make use of the Service, Customer shall require that all Users, employees and agents accessing such accounts keep user ID and password information confidential, and that each employee or agent not share such information with any unauthorized person. User IDs are granted to individual named persons and may not be shared unless required by law. Customer shall be responsible for actions taken using Customer's and Users' accounts.

2.3. User Consents. Customer acknowledges that use of the Service may require communication with students. Customer agrees

that it shall be solely responsible for (a) securing any consents that may be required from Users to have their data used in the Service, (b) securing from Users such permissions as may be necessary or required in order to collect, store and use such data for the rendering of the Service, (c) providing for such use of User data in its privacy and data use policies, and (d) complying with applicable privacy and other laws. School Loop may provide Customer with a model set of statements which Customer may use to create User consent forms, however those statements are for Customer's convenience only and it is Customer's responsibility to ensure that these statements conform to the obligations of this Agreement and applicable law. Customer understands and acknowledges that if ordered by Customer, some features of the Service may allow certain Customer Content to be made public on the Internet. This publicly available Customer Content may include general information about a school, information regarding school news and events, information posted by teachers about their curriculum (such as course descriptions, syllabi, assignments and the like). Customer agrees that it shall be solely responsible for notifying Users that certain Customer Content will be made public on the Internet and for securing the appropriate User consents. Customer also acknowledges that School Loop may make available functionality which allows third parties to access information on the Service or input information on the Service (by way of example and not limitation, functionality which allows synchronizing of a user's School Loop calendar to an external service).

3. Ownership

3.1. Rights in Customer Content. Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Content, and School Loop shall use such Customer Content solely for the purposes of providing the Service. Subject to the terms of this Agreement, Customer hereby grants to School Loop the non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and publicly display the Customer Content solely to the extent necessary to provide the Service.

3.2. Subscription not Sale. This is a subscription agreement for use of the Service and is not an agreement for sale. Customer agrees that the Service and the end-user documentation and any and all related and underlying School Loop software and technology constitute trade secrets or copyrighted material of School Loop or its suppliers, and that School Loop or its suppliers retain all right, title and interest (including all intellectual property rights) therein. Customer may point their DNS to the sites, and they retain full rights and ownership of their own domain. School Loop may employ a subdomain of schoolloop.com in order to provide the Service, however no ownership or license right in the schoolloop.com domain, or any subdomain, is transferred under this Agreement, and School Loop reserves the sole right to manage any and all domains and subdomains related to the Service as it sees fit. All rights not specifically granted shall be reserved to School Loop. No right, title or interest in any of School Loop's trademarks is granted hereunder.

3.3. Pooled Data. The Service may include products that aggregate Customer Content with information about or posted by third party users of the Service (such as other schools or school districts and their teachers, parents, and students) ("**Community Content**") in order to allow Customer and its Users to benefit from the collective knowledge of the School Loop community ("**Pooled Data**"). For example, the Service may include a search engine that returns search results based on the number of times that teachers and administrators have posted links to these sites in the Service. In aggregating information in order to provide Pooled Data, unless the Users permit themselves to be identified, School Loop will remove any personally identifying information so that the Pooled Data will be anonymized. Customer hereby consents to School Loop's use and aggregation of Customer Content with Community Content to provide Pooled Data to Users.

4. Fees and Payment. All fees are as set forth in the applicable Order Form and shall be paid by Customer in accordance with the terms of the applicable Order Form. Except as set forth in Section 6 (Limited Warranty), all fees are non-refundable. Payment is due 30 days from the date of invoice or PO, whichever is later, unless otherwise set forth on the order form. Accounts that are more than 30 days overdue are subject to suspension.

Customer is required to pay any sales, use, value-added withholding, or similar taxes or levies, other than taxes based on the income of School Loop. Customer may not withhold any amounts (including as may be required by any taxing authority) without express written consent of School Loop.

For multiyear contracts, the price for a renewal term of the same length or longer shall be discounted to 90% of School Loop's then-current rates for the Service unless otherwise set forth on the Order Form. Accounts that are not renewed before the expiration date of this contract shall be suspended on expiration.

5. Term and Termination

5.1. Term. This Agreement shall continue until the earlier to occur of (a) expiration or termination of all Subscription Terms, or (b) termination in accordance with this Section 5. Customer's subscription shall renew if and as described in the Order Form.

5.2. Termination for Cause. Either party may terminate this Agreement: (a) if the other party fails to cure any material breach of this Agreement (including a failure to pay fees) within 30 days after written notice or (b) if the other party files or has filed against it any bankruptcy, dissolution or similar proceeding or enters into any form of arrangement with its creditors (provided such filing is not removed within 60 days thereof).

5.3. Effect of Termination. Upon any termination of this Agreement, Customer shall immediately cease any and all use of and access to the Service (including any and all related School Loop software, technology and systems) and delete (or, at School Loop's request and expense, return) any and all copies of the Service documentation provided by School Loop, any School Loop passwords or access codes and any other School Loop Confidential Information in its possession. Termination of this Agreement shall be in addition to, and not in lieu of, any equitable or other remedies available to the terminating party. SCHOOL LOOP SHALL HAVE NO LIABILITY ARISING FROM ANY TERMINATION OF THIS AGREEMENT.

5.4. Suspension of Service. School Loop has the right, in its sole reasonable discretion, to suspend the Services immediately if deemed reasonably necessary by School Loop to prevent any harm to School Loop and its business. School Loop will provide notice and opportunity to cure if practicable depending on the nature of the breach. Once cured, School Loop will promptly restore the Services.

5.5. Survival. The following Sections shall survive any expiration or termination of this Agreement: 1.2 (Restrictions), 3 (Ownership), 4.2 (Fees and Payment), 5 (Term and Termination), 6.2 (Warranty Disclaimer), 7 (Limitation of Remedies and Damages), 8 (Indemnification), 9 (Confidentiality), and 10 (General).

6. Limited Warranty

6.1. Limited Warranty. School Loop warrants, for Customer's benefit only, that the Service will be provided in material conformity with its documentation. School Loop does not warrant that the operation of the Service will be uninterrupted or error-free. As Customer's sole and exclusive remedy for any breach of warranty, School Loop will use reasonable efforts to correct any failure of the Service to conform to its documentation at no charge to Customer. If School Loop determines it cannot resolve a material defect within a reasonable period of time, Customer will have the right to terminate the Subscription Term and receive as its sole remedy a refund of: (a) the subscription fees specified in the applicable Order Form which are allocable to the 30 day period prior to the date the warranty claim was made and (b) any fees Customer has pre-paid for periods of service it has not yet received. The limited warranty set forth in this Section 6.1 shall not apply: (a) unless Customer makes a claim within 30 days of the date on which the condition giving rise to the claim first appeared,

(b) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (c) to any Free Services.

6.2. Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 6.1, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL TRAINING SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS. SCHOOL LOOP AND ITS SUPPLIERS DO NOT REPRESENT OR WARRANT THAT (A) THE SERVICE OR TRAINING SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, (B) ANY CUSTOMER CONTENT OR OTHER STORED DATA WILL BE ACCURATE OR NON-CORRUPTED, OR (C) THAT THE SERVICE WILL BE FREE OF ANY VIRUSES OR MALICIOUS CODE WHICH CANNOT BE DETECTED USING COMMERCIALY AVAILABLE PRODUCTS. SCHOOL LOOP SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE AND TRAINING SERVICE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF ANY KNOWLEDGE OF CUSTOMER'S PARTICULAR NEEDS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD. SCHOOL LOOP SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, THE SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SCHOOL LOOP.

7. Limitation of Remedies and Damages

7.1. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

7.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SCHOOL LOOP'S ENTIRE LIABILITY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF \$1,000 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER TO SCHOOL LOOP UNDER THE APPLICABLE ORDER FORM.

7.3. THIS SECTION 7 SHALL NOT APPLY TO CUSTOMER WITH RESPECT TO ANY CLAIM ARISING UNDER SECTIONS 1.2 (RESTRICTIONS), 8.2 (INDEMNIFICATION BY CUSTOMER) OR 9 (CONFIDENTIALITY). The parties agree that the limitations specified in this Section 7 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

8. Indemnification

8.1. Indemnity by School Loop. School Loop shall indemnify and hold harmless Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's authorized use of the Service, provided that School Loop shall have received from Customer: (i) prompt written notice of such claim (but in any event notice in sufficient time for School Loop to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of Customer. If Customer's use of any of the Service is, or in School Loop's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, School Loop may, in its sole discretion: (a) substitute substantially functionally similar services; (b) procure for Customer the right to continue using the Service; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fees paid by Customer for the portion of the Subscription Term which was paid by Customer but not rendered by School Loop. The foregoing indemnification obligation of School Loop shall not apply: (1) if the Service is modified by any party other than School Loop, but solely to the extent the alleged infringement is caused by such modification; (2) the Service is combined with other non-School Loop products or processes not authorized by

School Loop, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Service; (4) to the Customer Content or any third-party deliverables or components contained within the Service; (5) to any action arising as a result of the Customer Content; or (6) to any Free Service. THIS SECTION 8 SETS FORTH SCHOOL LOOP'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

8.2. Customer Responsibility for Content. Customer shall indemnify and hold harmless School Loop from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim alleging (a) that the Customer Content or its use in the Service infringes the rights of, or has caused damage to, Customer, a User or other third-party (excluding any claim to the extent based on any underlying School Loop software or technology), (b) any action or inaction by Customer or a User resulting in damage to persons or property, or (c) that Customer failed to secure adequate permission from any User for the use of the Customer Content. This indemnification obligation is subject to Customer receiving prompt notice of the claim and having the sole right to control the defense and settlement of all such claims, lawsuits and other proceedings. School Loop agrees to provide such reasonable assistance and cooperation to Customer as is reasonably requested by Customer.

9. Confidentiality

9.1. "Confidential Information" mean, (a) any School Loop software, interfaces, web applications and documentation, and (b) information designated as confidential by either party, including, but not limited to, data, designs, drawings, documentation, software (regardless of form or media), prototypes, processes, methods, concepts, research, development and business activities, whether obtained or disclosed verbally or in writing. The Service itself, documentation and technical information provided by School Loop or its agents shall be deemed Confidential Information of School Loop without any marking or further designation.

9.2. Nondisclosure. The parties acknowledge that they have been entrusted with Confidential Information and agree to use reasonable care to protect the confidentiality thereof, using at least the same degree of care that each of them would use to protect their own similar information. Each party shall not (a) use such Confidential Information for any purpose except as authorized under this Agreement, (b) disclose any such Confidential Information to any person (except its employees and agents bound by obligations of confidentiality on a need-to-know basis) unless such disclosure is authorized by the other party in writing, or (c) disclose any such Confidential Information required by court or judicial order without first informing the other party and cooperating with the other party if such party contests the disclosure thereof. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement and to notify the other party promptly and in writing upon its discovery of any unauthorized access or disclosure of any Confidential Information.

9.3. Exclusions. The obligations under this Section 9 shall not apply to information which (a) is or becomes a part of public knowledge through no act or omission of the receiving party, (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party, (c) comes into the possession of the receiving party rightfully from a third party without obligation of confidentiality, or (d) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party.

9.4. Enforcement. Each party understands and agrees that, notwithstanding any other provision of this Agreement, breach of Section 9 (Confidentiality) may cause the other party irreparable damage for which recovery of money damages would be inadequate, and that each party shall therefore be entitled to obtain timely injunctive relief to protect such party's rights under this Agreement in addition to any and all remedies available at law.

10. General

10.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement except upon the advance written consent of the other party, except that School Loop may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

10.2. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

10.3. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transaction Act. Unless waived by School Loop in its sole discretion, the jurisdiction and venue for actions related to the subject matter hereof shall be the California state and United States federal courts located in San Francisco, California, and both parties hereby submit to the personal jurisdiction of such courts.

10.4. Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

10.5. Notice. Any notice or communication required or permitted under this Agreement shall be in writing to the parties at the addresses set forth on the Order Form or at such other address as may be given in writing by either party to the other in accordance with this Section 10.5 and shall be deemed to have been received by the addressee (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, the first business day following dispatch or (c) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.

10.6. Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

10.7. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Customer acknowledges that the Service is an on-line, subscription-based product, and that in order to provide improved customer experience, new features, and new products School Loop may make changes to the Service at any time.

10.8. Changes to the Services. Customer acknowledges that the Service is an on-line, subscription-based product, and that in order to provide improved customer experience, new features, and new products, School Loop may make changes to the Service at any time. Such changes may require Customer to update or upgrade software or equipment used to access the Service. Customer shall be solely responsible for any such updates or upgrades, provided, however, that if any planned changes to the Service are reasonably foreseeable to require any updates or upgrades to Customer's software or equipment, School Loop shall provide Customer with 6 months prior notice of such planned changes.

10.9. Audit Rights. Upon School Loop's written request, Customers using any version of School Loop Plus shall furnish School Loop with a signed certification certifying that the Service is being used pursuant to the terms of this Agreement, including any access and user limitations. With prior reasonable notice, School Loop may audit the use of the Service by Customer provided such audit is during regular business hours. Customer is responsible for such audit costs only in the event the audit reveals a discrepancy, of five percent (5%) or greater, on the part of Customer.

10.10. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster or refusal of a license by a government agency.

10.11. Publicity. School Loop shall have the right to use Customer's name and logo as part of School Loop's customer list.

10.12. Government End Users. If the user or licensee of the Service is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement and by the terms of this contract in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. This product was developed fully at private expense. All other use is prohibited.

10.13. Subcontractors. School Loop may use the services of subcontractors for performance of services under this Agreement, provided that School Loop remains responsible for (a) compliance of any such subcontractor with the terms of this Agreement and (b) for the overall performance of the Service as required under this Agreement.


10.14. Independent Contractors. The relationship of the parties hereto is that of independent contractors. Neither party shall be deemed to be the legal representative of the other. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

10.15. Compliance with Laws. Customer will comply, at Customer's expense, with all statutes, regulations, rules and ordinances of any governmental body, department or agency which apply to or result from Customer's obligations under this Agreement. Customer agrees not to export the Service directly or indirectly, separately or as part of a system, without first obtaining proper authority to do so from the appropriate governmental agencies or entities, as may be required by law.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

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

SUBJECT: **APPROVAL: AWARD OF BID NO. 0809-09 AUDIO VISUAL EQUIPMENT**

BACKGROUND INFORMATION

At the March 9, 2009, Board meeting, the Board of Trustees authorized advertising for bids for audio visual equipment. This bid was properly advertised and bid documents were distributed to 39 vendors, 15 of whom submitted bids. All required documents were submitted properly. This bid was based on a select list of items and estimated usage. The bid was awarded on an item by item basis to the bidder submitting the lowest unit price for each item and meeting all the terms and specifications of the bid. Exhibit A shows the recap of bids received.

CURRENT CONSIDERATIONS

This agenda item seeks the award of Bid No. 0809-09 Audio Visual Equipment to the following vendors:

- | | |
|-------------------------|----------------------|
| 1. Advanced Procurement | 7. CCS Presentation |
| 2. All Pro Sound | 8. D&D Security |
| 3. B&H Photography | 9. Digital Networks |
| 4. Broadcast Supply | 10. School Specialty |
| 5. California Western | 11. Troxell |
| 6. Camcor | 12. Valiant |

The contract will commence on July 1, 2009 through June 30, 2010, with two (2) one-year renewal periods at the option of the Board of Trustees.

FINANCIAL IMPLICATIONS

It is estimated that the annual expenditure for audio visual equipment purchased using this bid would be approximately \$300,000. Funds used to purchase this equipment will come from the appropriate accounts.

STAFF RECOMMENDATION

It is respectfully recommended that the Board of Trustees award Bid No. 0809-09 Audio Visual Equipment to the vendors listed above, at the prices shown in Exhibit A.

AUDIO VISUAL EQUIPMENT BID NO. 0809-09 RECAP

Item No.	Equipment	Advanced Procmt	All Pro Sound	B&H Photo	Broadcast Supply	California Western	Camcor	CCS Present.	D&D Security	Digital Networks	**Longs Electronic	Rhythm Band Inst.	School Specialty	Troxell	Valiant	Y&S Tech.
1	CAMCORDER Canon FS10 Dual Flash Memory Canon HFS10 Canon FS21	No Bid	\$1219.00	\$339.95	No Bid	No Bid	\$387.89	No Bid	No Bid	No Bid	\$1158.00	No Bid	No Bid		No Bid	No Bid
2	Canon FS100 Flash Memory Canon HFS100 Canon FS200S	No Bid	\$1029.00	\$329.99	No Bid	No Bid	\$290.22	No Bid	No Bid	No Bid	\$980.00	No Bid	No Bid			No Bid
3	Canon Vixia HC20 Hard Disk Drive Canon HF20	No Bid	\$799.00	\$699.95	No Bid	No Bid	\$737.76	No Bid	No Bid	No Bid	\$770.00	No Bid	No Bid	\$271.78	\$734.60	No Bid
4	Canon ZR930 MiniDV	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No bid	No Bid	No Bid	No Bid	No Bid	No Bid
5	Canon ZR960 MiniDV	No Bid	\$258.00	\$249.00	No Bid	No Bid	\$241.74	No Bid	No Bid	No Bid	\$266.00	No Bid	No Bid	\$207.40	\$256.85	No Bid
6	Pure Digital Technologies Flip Video Mino 60-Minute Flip Mino F360B	No Bid	No Bid	\$149.00	No Bid	No Bid	\$147.98 black or white	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		154.20	No Bid
7	Sony DCR-DVD650 Handycam	\$295.70	No Bid	\$269.95	No Bid	No Bid	\$281.67	No Bid	No Bid	No Bid	\$306.00	No Bid	No Bid	\$275.84	\$289.00	No Bid
8	Sony DCR-DVD850 Handycam	\$400.00	No Bid	\$399.00	No Bid	No Bid	\$391.95	No Bid	No Bid	No Bid	\$429.00	No Bid	No Bid	\$380.91	\$402.60	No Bid
9	Sony DCR-HC62 MiniDV Handycam		No Bid		No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		\$291.00	No Bid
	Sony DCRHC52	\$244.80		\$239.95			\$237.34							\$230.71		
10	CAMERAS Canon PowerShot A1000 IS 10.0MP Canon PSA1000ISGRY	No Bid	No Bid	\$127.90	No Bid	No Bid	\$135.80	No Bid	No Bid	No Bid	\$146.00	No Bid	No Bid		\$141.35	
	Canon PowerShot SX110 IS 9.0MP Canon PSSX110ISSLV	No Bid	No Bid	\$219.90	No Bid	No Bid	\$223.25	No Bid	No Bid	No Bid	\$242.00	No Bid	No Bid		\$230.60	No Bid
11																
165																

AUDIO VISUAL EQUIPMENT BID NO. 0809-09
RECAP

Item No.	Equipment	Advanced Procmt	All Pro Sound	B&H Photo	Broadcast Supply	California Western	Camcor	CCS Present.	D&D Security	Digital Networks	**Longs Electronic	Rhythm Band Inst.	School Specialty	Troxell	Valiant	Y&S Tech.
12	Canon PowerShot SD890 IS 10.0mpe 14.7MP	No Bid	No Bid	\$189.90	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		No Bid	No Bid
	Canon SD990IS 14.7MP						\$358.80									
	Canon PSSD780IS 12.1MP													\$268.57		
13	Canon EOS Rebel XS 18-55IS Kit 10.1 MP	No Bid	No Bid	\$519.90	No Bid	No Bid	\$545.97	No Bid	No Bid	No Bid		No Bid	No Bid		\$563.40	No Bid
	Canon 2762 B003 XS18-55										\$589.00					
	Canon Rebel XSKITB													\$545.29		
14	Nikon D40 Digital SLR 6.0MP	No Bid	No Bid		No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		No Bid	No Bid
	Nikon D5000 12.3MP			\$729.00												
	Nikon D40 Kit includes 18-55I Lens						\$463.97							\$516.42		
15	Nikon D60 Digital SLR 10.2MP	No Bid	No Bid	\$469.90	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		No Bid	No Bid
	Kit includes 18-55Is Lens						\$555.29									
16	Sony Cyber-Shot S950 Digital 10.1MP	No Bid	No Bid	\$119.90	No Bid	No Bid	\$120.91	No Bid	No Bid	No Bid		No Bid	No Bid		\$131.69	No Bid
	Sony DSCS950										\$134.50			\$123.48		
	CARTS—AV/ PROJECTOR															
17	Bretford A2642 w/electrical	No Bid	\$356.00	No Bid	No Bid	No Bid	\$109.70	\$203.94		\$178.24	\$94.00	No Bid	\$113.52			No Bid
	Bretford A2642E Buhl HA426E								\$111.67					\$113.77	\$89.90	
18	Luxor LE26 w/electrical	No Bid		\$78.40	No Bid	No Bid	\$76.97	\$79.89		No Bid	\$82.50	No Bid	\$162.59	\$79.43		No Bid
	Bretford MP26-EH		\$215.00													
	Bretford 26-E4 Buhl PC1642E								\$91.65						\$61.00	
19	Luxor LE26C w/electrical	No Bid	No Bid	\$153.00	No Bid	No Bid	\$150.28	\$154.94		No Bid	\$159.80	No Bid	\$341.14	\$155.08	No Bid	No Bid
	Bretford CA2642E								\$179.74							

AUDIO VISUAL EQUIPMENT BID NO. 0809-09 RECAP

Item No.	Equipment	Advanced Procmt	All Pro Sound	B&H Photo	Broadcast Supply	California Western	Camcor	CCS Present.	D&D Security	Digital Networks	**Longs Electronic	Rhythm Band Inst.	School Specialty	Troxell	Valiant	Y&S Tech.
	CARTS—FLAT PANEL TV	No Bid														
20	Bretford TC12FCFF-BK w/electrical up to 42" TV	No Bid	\$646.00	No Bid	No Bid	No Bid	\$543.96	\$591.94	\$549.41	\$638.24	\$695.00	No Bid	\$640.36	\$570.63	No Bid	No Bid
21	Bretford TC35FCFF-BK w/cabinet & electrical up to 42" TV	No Bid	\$704.00	No Bid	No Bid	No Bid	\$603.65	\$656.94	\$583.00	\$704.71	\$749.00	No Bid	\$709.89	\$561.92	No Bid	No Bid
22	Luxor LE40WTUD w/electrical up to 50" TV	No Bid	No Bid	\$413.00	No Bid	No Bid	\$404.00	\$419.99		No Bid	\$429.00	No Bid	\$547.08	\$417.34	No Bid	No Bid
	Bretford FPBBUL32-M4BK w/ electrical up to 42" TV								\$348.00							
23	Luxor LE40CWTUD w/cabinet & electrical up to 50" TV	No Bid	No Bid	\$478.50	No Bid	No Bid	\$467.36	\$488.94		No Bid	\$497.00	No Bid	\$775.01	\$482.79	No Bid	No Bid
	Bretford FPBBULC32-M4BK w/cabinet & electrical up to 42" TV								\$464.00							
	CASSETTE RECORDERS/PLAYERS															
24	Califone 1300AV - Budget	No Bid	No Bid	No Bid	\$44.68	No Bid	\$26.24	\$39.94	No Bid	No Bid	\$22.00	\$49.68	\$21.24	\$29.27		No Bid
	Hamilton HA-802														\$19.50	
25	Califone 3432AV	No Bid	No Bid	No Bid	\$88.30	No Bid		\$73.94	No Bid	No Bid	\$51.50	\$98.00	\$57.65	\$65.44		No Bid
	Califone 3432IR						\$52.28								\$38.00	
	Hamilton HA-661-8															
26	Califone 5272AV - Deluxe	No Bid	No Bid	No Bid	\$134.04	No Bid	\$77.43	\$102.94	No Bid	No Bid	\$81.50	\$148.78	\$87.79	\$84.86		No Bid
	Hamilton HA-790														\$59.00	
	CASSETTE/CD AM/FM RADIO BOOMBOX															
167;	Califone Spirit 1776	No Bid	No Bid	No Bid	\$63.30	No Bid	\$48.44	\$65.94	No Bid	No Bid	\$47.20	\$70.18	\$49.20	\$54.60		No Bid

AUDIO VISUAL EQUIPMENT BID NO. 0809-09
RECAP

Item No.	Equipment	Advanced Procmt	All Pro Sound	B&H Photo	Broadcast Supply	California Western	Camcor	CCS Present.	D&D Security	Digital Networks	**Longs Electronic	Rhythm Band Inst.	School Specialty	Troxell	Valiant	Y&S Tech.
	Hamilton MPC-5050														\$48.00	
28	Califone 2395AV-02	No Bid	No Bid	No Bid	\$145.74	No Bid	\$96.45	\$127.94	No Bid	No Bid	\$101.55	\$160.44	\$120.11	\$112.22		No Bid
	Hamilton MPC-6060														\$79.90	
	CD/CASSETTE COMBO DECK-STUDIO PRO															
29	Denon DN-T625 Dolby	No Bid		No Bid	No Bid	No Bid	No Bid	\$405.94	No Bid	\$423.52	No Bid	No Bid	No Bid	No Bid	\$389.90	No Bid
	Tascam CD-A500		\$389.00													
	CD PLAYER - PERSONAL															
30	Califone CD102	No Bid	No Bid	No Bid	\$40.43	No Bid	\$36.71	\$44.94	No Bid	No Bid	\$34.00	\$44.80	\$34.88	\$35.70	\$42.65	No Bid
31	Coby MP-CD521 CD & MP3	\$26.60	No Bid	No Bid	No Bid	No Bid	\$24.31	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$22.17	\$26.00	No Bid
	DOCUMENT CAMERA - VISUAL PRESENTER															
32	Avermedia Vision 300AF 3.2MP	No Bid		\$578.00	No Bid	\$599.00	\$529.80	\$574.94	No Bid	No Bid	No Bid	No Bid	No Bid		No Bid	\$498.00
	Lumens DC260		\$769.00											\$629.91		
	Avermedia 300AFPlus													\$335.95		
	Avermedia CP300													\$533.17		
33	Elmo TT02S	No Bid	\$669.00	\$524.00	No Bid	No Bid	\$493.89	\$527.94	No Bid	\$638.24	No Bid	No Bid	\$817.93	\$502.84	No Bid	\$528.00
	Lumens DC162													\$524.09		
	Lumens DC155													\$475.83		
34	Epson DC-10S	No Bid		\$454.00	No Bid	\$399.00		\$397.94	No Bid	No Bid	No Bid	No Bid	No Bid	\$539.82	\$487.75	\$428.00
	Lumens DC260		\$769.00													
	Avermedia VP-1						\$378.43									
	Lumens DC133													\$368.64		
	Avermedia VPI													\$356.30		
	DVD DUPLICATOR															
35	Teac 1x1 External DVD Duplicator	No Bid		No Bid	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid			No Bid
	Recordex DVD100 w/3-year warranty		\$238.00													
	Teac DVW/D11A/Kit						\$235.33							\$267.83		
	Procon PC-DVD-1MAS														\$198.00	

AUDIO VISUAL EQUIPMENT BID NO. 0809-09 RECAP

Item No.	Equipment	Advanced Procmt	All Pro Sound	B&H Photo	Broadcast Supply	California Western	Camcor	CCS Present.	D&D Security	Digital Networks	**Longs Electronic	Rhythm Band Inst.	School Specialty	Troxell	Valiant	Y&S Tech.
	DVD/CD SINGLE PLAYER															
36	Sony DVP-NS57P/S		\$49.00	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid	\$50.50	No Bid	No Bid			\$48.00
	Sony DVPNS710HB	\$79.30												\$63.44		
	Sony DVPSR200P/B						\$41.98								\$41.00	
	DVD/CR COMBO PROGRESSIVE SCAN															
37	Sony RDR-VXD655 Player w/HID Tuner		\$299.00	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Sony RDR-VX560	\$206.50														
	JVC DRMV150B						\$208.87									
38	Toshiba D-VR660 Player/Recorder	No Bid			No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$237.00	No Bid	No Bid		No Bid	No Bid
	LG RC897T		\$248.00											\$222.72		
	Toshiba DVR670			\$205.00												
	HEADPHONES/HEADSETS															
39	Califone 2924AV - Mono	No Bid	No Bid	No Bid	\$9.57	No Bid	\$6.31	\$19.94	No Bid	No Bid	\$6.25	\$10.64	\$7.89	\$11.55		No Bid
	Hamilton HA5													\$7.56 Orders 5+	\$5.99	
40	Califone 2924AVPS - Stereo	No Bid	No Bid	No Bid	\$22.34	No Bid	\$9.35	\$23.94	No Bid	No Bid	\$10.15	\$24.73	\$10.98	\$16.97		No Bid
	Hamilton SC-7V														\$7.99	
41	Califone 3060AV - Stereo	No Bid	No Bid	No Bid	\$8.51	No Bid	\$6.42	\$19.94	No Bid	No Bid	\$6.55	\$9.44	\$6.69	\$10.65		No Bid
	Hamilton MPC-MS-21 V														\$3.99	
42	Califone 3068AV Switchable Stereo/Mono	No Bid	No Bid	No Bid	\$9.57	No Bid	\$6.20	\$19.94	No Bid	No Bid	\$6.00	\$10.62	\$6.24	\$10.33		No Bid
	Hamilton SC-7V														\$7.99	
	INTERACTIVE BOARDS															
43	Smart Tech Arlner Wrkss Slate	No Bid	No Bid	No Bid	No Bid	\$339.00	No Bid	\$369.94	No Bid	No Bid	No Bid	No Bid	No Bid		No Bid	No Bid
169	Hiachi WT1													\$282.61		

AUDIO VISUAL EQUIPMENT BID NO. 0809-09
RECAP

Item No.	Equipment	Advanced Procmt	All Pro Sound	B&H Photo	Broadcast Supply	California Western	Camcor	CCS Present	D&D Security	Digital Networks	**Longs Electronic	Rhythm Band Inst.	School Specialty	Troxell	Valiant	Y&S Tech.
44	Polyvision Eno 2610 Interactive Whiteboard System 78" Windows & Mac Compatible	No Bid		No Bid	No Bid		No Bid	No Bid	No Bid	\$1459.48	No Bid	No Bid	No Bid		No Bid	No Bid
	3M DB565 65" SmartBoard		\$1245.00													
	SB680 77" w/Bluetooth Wireless Bundle					\$1398.00										
	Hiachi FXDU077X 77"													\$1327.78		
45	Polyvision Eno 2810 Interactive Whiteboard System 96" Windows & Mac Compatible	No Bid		No Bid	No Bid		No Bid	No Bid	No Bid	\$1790.38	No Bid	No Bid	No Bid		No Bid	No Bid
	3M DB578 78" SmartBoard		\$1578.00													
	SB690 94" w/Bluetooth Wireless Bundle					\$2148.00										
	Hiachi FXDU088WX 88"													\$1883.33		
	LCD PROJECTOR "NO SUBS"															
46	Epson Powerlite 83+	No Bid	No Bid	\$709.95	No Bid	\$609.00	\$744.06	\$627.94	No Bid	No Bid	No Bid	No Bid	No Bid	\$776.38	No Bid	\$638.00
47	Epson Powerlite 6100i	No Bid	No Bid	No Bid	No Bid	\$1525.00	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	\$1940.97	No Bid	\$1588.0
	Epson 6110i							\$1623.94								
	LCD PROJECTOR & DOCUMENT CAMERA BUNDLE "NO SUBS"															
48	Epson Powerlite 83+ & Epson DC-10s Special Pricing Offered if Both Items Purchased Together as a Bundle	No Bid	No Bid	No Bid	No Bid	\$899.00	No Bid	\$928.94	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,316.18	No Bid	\$1088.0

AUDIO VISUAL EQUIPMENT BID NO. 0809-09

RECAP

Item No.	Equipment	Advanced Procmt	All Pro Sound	B&H Photo	Broadcast Supply	California Western	Camcor	CCS Present.	D&D Security	Digital Networks	**Longs Electronic	Rhythm Band Inst.	School Specialty	Troxell	Valiant	Y&S Tech.
	LCD PROJECTOR LAMP															
49	Epson EPS - V13H010L42 Lamp for Powerlite 83c & 83+ LCD Projector	No Bid	No Bid	No Bid	No Bid	\$259.00	\$242.27	\$239.94	No Bid	No Bid	No Bid	No Bid	No Bid	\$246.46	\$236.90	\$288.00
	LISTENING CENTER															
50	Calitone I218AVP-01 w/o Media Player	No Bid	No Bid	No Bid	\$80.85	No Bid	\$66.22	\$87.94	No Bid	No Bid	\$65.50	\$89.18	\$73.74	\$76.49		No Bid
	Hamilton MPC-8V-300E														\$59.60	
51	Calitone I776PLC-6 w/BoomBox	No Bid	No Bid	No Bid	\$157.45	No Bid	\$138.06	\$147.94	No Bid	No Bid	\$145.40	\$173.74	\$161.34	\$130.77		No Bid
	Hamilton HMC/CD385/6S V														\$119.78	
52	Calitone 2395PLC w/BoomBox	No Bid	No Bid	No Bid	\$185.11	No Bid	\$162.17	\$188.94	No Bid	No Bid	\$182.50	\$204.60	\$193.40	\$163.52	No Bid	No Bid
53	Calitone 5272PLC w/Media Player	No Bid	No Bid	No Bid	\$172.34	No Bid	\$127.38	\$158.94	No Bid	No Bid	\$150.00	\$191.13	\$179.01	\$133.20	No Bid	No Bid
	MEGAPHONE															
54	Paso TA25W TOA ER-2230W	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$92.79		No Bid
	Hamilton MM-6S w/siren														\$68.00	
55	TOA ER-520W	No Bid	\$41.00	\$40.00	No Bid	No Bid	\$52.62	\$47.94	No Bid	\$43.53	No Bid	No Bid	No Bid	\$45.48	No Bid	No Bid
56	TOA ER-1215	No Bid	\$53.00	\$51.00	No Bid	No Bid	\$65.25	\$58.94	No Bid	\$56.47	No Bid	No Bid	No Bid	\$56.59	No Bid	No Bid
57	TOA ER-3215	No Bid	\$57.00	\$55.00	No Bid	No Bid	\$69.45	\$63.94	No Bid	\$61.18	No Bid	No Bid	No Bid	\$60.28	No Bid	No Bid
	MICROPHONE															
58	Calitone Q316	No Bid	No Bid	No Bid	\$88.30	No bid	\$92.92	\$104.94	No Bid	No Bid	\$98.00	\$97.34	\$96.99	\$83.08	No Bid	No Bid
59	Samson C03 - Studio Condenser Mic	No Bid	\$69.00	\$69.00		No Bid	\$69.77	\$76.94	No Bid	No Bid	\$79.70	No Bid	No Bid		No Bid	No Bid
171	Samson C03UCW Samson C03UPK Podcasting pkg				\$95.74									\$160.23		

AUDIO VISUAL EQUIPMENT BID NO. 0809-09
RECAP

Item No.	Equipment	Advanced Procmt	All Pro Sound	B&H Photo	Broadcast Supply	California Western	Camcor	CCS Present.	D&D Security	Digital Networks	*1 Longs Electronic	Rhythm Band Inst.	School Specialty	Troxell	Vallant	Y&S Tech.
60	Sansonic GoMic - USB Mic	No Bid	\$35.00	No Bid	\$31.91	No Bid	\$39.17	\$42.94	No Bid	No Bid	\$41.00	No Bid	No Bid		No Bid	No Bid
	Sansonic GOMICETA													\$45.49		
61	Shure SM58 - Wired	No Bid	\$82.00	\$80.00	\$84.19	No Bid	\$108.22	\$116.94	No Bid	\$128.11	\$94.00	No Bid	No Bid			No Bid
	Shure SM58CN w/cable													\$102.43		
	Shure SM58S w/on-off switch														\$96.60	
62	Sony ECM-MS908C Universal Camcorder Mic	\$82.90	No Bid	\$83.50	No Bid	No Bid	\$79.34	No Bid	No Bid	No Bid	\$109.90	No Bid	No Bid	No Bid	No Bid	No Bid
63	Wireless Mic	No Bid		No Bid		No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid			No Bid
	Audio Technica ATW-2120		\$269.00		\$218.40											
	Nady UHF-3 Wireless						\$105.69									
	Shure SLX24SM58 handheld transmitter w/mic													\$462.76		
	Hamilton RH2H														\$104.70	
64	Wireless Mic - Budget Price)	No Bid		No Bid		No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		No Bid	No Bid
	Audio Technica ATW-702		\$154.00													
	Audio Technica ATW252-TI				\$61.36											
	Nady Encore II Wireless						\$76.57									
	Shure PGX24PG58 wireless transmitter													\$276.11		
65	MP3 PLAYER/ RECORDER															
	Califone 8101	No Bid	No Bid	No Bid	\$89.36	No Bid	\$67.55	\$90.94	No Bid	No Bid	\$72.65	\$99.02	\$101.69	\$71.54	No Bid	No Bid
66	OVERHEAD PROJECTOR															
	3M1830 - Basic	No Bid		\$152.99	No Bid	No Bid	\$140.09	No Bid	No Bid	No Bid	\$174.70	No Bid	No Bid	\$170.68		\$268.00
	3M 1830 Plus		\$295.00												\$119.00	
	Buhl 120															
67	3M1880 - Plus	No Bid	\$340.00	\$179.50	No Bid	No Bid	\$174.87	No Bid	No Bid	No Bid	\$198.90	No Bid	No Bid	\$198.40		\$318.00
	Buhl 127-H/L														\$149.00	

AUDIO VISUAL EQUIPMENT BID NO. 0809-09

RECAP

Item No.	Equipment	Advanced Procmt	All Pro Sound	B&H Photo	Broadcast Supply	California Western	Camcor	CCS Present.	D&D Security	Digital Networks	**Longs Electronic	Rhythm Band Inst.	School Specialty	Troxell	Valiant	Y&S Tech.
68	PA SYSTEM Califone PA300+UHF Presentation Pro Califone PA300PLUSUHF Hamilton PA-20	No Bid	No Bid	No Bid	\$394.68	No Bid	\$168.74	\$216.94	No Bid	No Bid	\$244.86	\$288.53	\$220.32			No Bid
69	Califone PA616 – FreedomPro Hamilton PA-8S	No Bid	No Bid	No Bid	\$845.74	No Bid	\$802.31	\$832.94	No Bid	No Bid	\$872.00	\$897.60	\$946.12	\$768.25		No Bid
70	Califone PA916A PowerPro Package PRESENT. PRESENTER	No Bid	No Bid	No Bid	\$2054.26	No Bid	\$1652.90	\$1797.94	No Bid	No Bid	\$1935.75	\$2162.55	\$1783.58	\$1717.74	No Bid	No Bid
71	Logitech 2.4 GHZ SCREENS – PROJECTION	No Bid	No Bid	No Bid	No Bid	No Bid	\$46.86	No Bid	No Bid	No Bid						
72	Draper 210006 or Daltie compatible 70X70 Recordex Retract 101099 70" x70"	No Bid	\$42.00	\$53.80	No Bid	No Bid	\$53.04	\$56.94	No Bid	\$45.88	\$68.60	No Bid	\$67.47	\$55.60	No Bid	No Bid
73	Draper 209004 or Daltie 401974 84x84	No Bid	\$95.00	\$105.35	No Bid	No Bid	\$102.72	\$107.94	No Bid	\$96.47	\$116.40	No Bid	\$111.20	\$108.09	No Bid	No Bid
74	Daltie 85316 100" Diagonal	No Bid	\$183.00	\$162.10	No Bid	\$219.00	\$162.94	\$179.84	No Bid	\$174.12	\$189.79	No Bid	\$190.68	\$163.46	No Bid	No Bid
75	Draper 213003 or Daltie 40131 70x70 Tripod	No Bid	\$146.00	\$137.50	No Bid	No Bid	\$133.63	\$149.94	No Bid	\$136.47	\$158.65	No Bid	\$156.60	\$151.39	No Bid	No Bid
76	Draper 213004 or Daltie 84x84 Tripod	No Bid	\$228.00	\$204.10	No Bid	No Bid	\$190.16	\$206.94	No Bid	\$214.12	\$235.38	No Bid	\$239.55	\$207.12	No Bid	No Bid
77	TECHNOLOGY WORKSTAND 9095 Mobile Presentation Workstand i/Projector, Document Camera & Laptop Breitford PAL Cart TCPUL23FF	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
173									\$649.99							

AUDIO VISUAL EQUIPMENT BID NO. 0809-09
RECAP

Item No.	Equipment	Advanced Procmt	All Pro Sound	B&H Photo	Broadcast Supply	California Western	Camcor	CCS Present.	D&D Security	Digital Networks	**Longs Electronic	Rhythm Band Inst.	School Specialty	Troxell	Valiant	Y&S Tech.
78	TELEVISION Toshiba MW27FPX 27" Diagonal Progressive Scan FST Pure LCD DVD/VCR Combo	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		No Bid	No Bid
	Toshiba 26LV610U, 26" LCD HDTV/DVD, no VCR													\$476.90		
79	Sony KDL-32S5100 32" Bravia "S" Series Flat Panel HDTV	\$695.00	\$789.00	\$660.00	No Bid	No Bid	\$664.02	No Bid	No Bid	No Bid	\$823.00	No Bid	No Bid	\$645.54	\$728.40	\$698.00
80	Toshiba 32AV502U 32" HD LCD TV Toshiba 32AV502R	No Bid	No Bid	\$488.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		No Bid	No Bid	\$522.52	No Bid	\$588.00
81	Sony KDL-40S5100 40" Bravia "S" Series LCD Flat Panel HDTV	\$1011.00	\$933.00	No Bid	No Bid	No Bid	\$851.34	No Bid	No Bid	No Bid	\$1011.38	No Bid	No Bid	\$904.81	\$957.85	\$898.00
82	Toshiba 40RV525R 40" HD LCD TV Samsung LN40B530P		No Bid	No Bid	No Bid	No Bid	\$827.20	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$787.63	No Bid	\$798.00
83	TRIPODS SLIK U9000 : Smith Victor SV-PP5 Bogen 7301YB	No Bid	\$199.00	\$45.90	No Bid	No Bid	\$47.56	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		No Bid	No Bid
	VOICE RECORDER Sony ICD-P620 Digital Voice Recorder Sony ICDPX720		No Bid	\$55.00	No Bid	No Bid		No Bid	No Bid	No Bid		No Bid	No Bid	\$51.76		No Bid
		\$62.10					\$55.26								\$54.98	

AUDIO VISUAL EQUIPMENT BID NO. 0809-09
RECAP

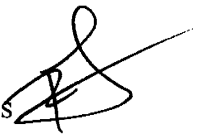
Item No.	Equipment	Advanced Procmt	All Pro Sound	B&H Photo	Broadcast Supply	California Western	Camcor	CCS Present	D&D Security	Digital Networks	**Longs Electronic	Rhythm Band Inst.	School Specialty	Troxell	Valliant	Y&S Tech.
	WIRELESS COMMUNICAT															
85	TeachLogic Quantum System IR300L Infrared Sound Field System	No Bid		No Bid	No Bid	No Bid		No Bid	No Bid		No Bid	No Bid	No Bid		No Bid	No Bid
	TeachLogic Quantum IRQ-3000L		\$618.00				\$517.56			\$594.13				\$559.58		

**Longs Electronics deemed nonresponsive – shipping terms did not meet bid specifications.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

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

SUBJECT: **APPROVAL: SURETY AGREEMENTS FOR COMPLETION OF
PROJECT - BID NO. 0607-11-FOOD SERVICE FREEZER**

BACKGROUND INFORMATION

At the June 25, 2007, Board meeting, the Board of Trustees awarded the bid for the installation of a new freezer for Food and Nutrition's central kitchen to Diversified Contracting Solutions. On December 31, 2007, the District terminated Diversified's contract as they defaulted in it's obligation under the contract. A demand for completion of obligations was sent to the surety company, Financial Pacific Insurance Company. After their investigation, Financial Pacific agreed to the completion of the freezer project per Tender and Settlement Agreement, Exhibit A. Completion contracts have been drafted for Admiral Refrigeration & Installation Company, Exhibit B, and Sandoval Concrete Construction, Inc., Exhibit C, to finish the project.

CURRENT CONSIDERATIONS

This agenda item seeks Board approval to enter into a Tender and Settlement Agreement with Financial Pacific Insurance Company, Exhibit A; a Completion Contract with Admiral Refrigeration & Installation Company, Exhibit B, and a Completion Contract with Sandoval Concrete Company, Exhibit C, to finish the Food Service freezer project at the Thornsley Center Central Kitchen. Financial Pacific Insurance Company will deposit with the District the remainder of the construction obligation by Diversified Contracting Solutions of \$310,585, along with the net deficit amount of \$67,639.28. They will also pay the actual cost of the new contractor's performance and payment bonds.

FINANCIAL IMPLICATIONS

There are no financial obligations to Capistrano Unified School District.

STAFF RECOMMENDATION

It is respectfully recommended that Board President Ellen Addonizio recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who along with John Forney, Director, Construction will introduce this item and answer any Trustee questions. Following Board discussion, it is respectfully recommended that the Board approve the agreements with Financial Pacific Insurance Company, Admiral Refrigeration, and Sandoval Concrete for the completion of the Food Service Freezer Project Bid No. 0607-11.

TENDER AND SETTLEMENT AGREEMENT

This Tender and Settlement Agreement ("Agreement") is made and entered into by and between the Capistrano Unified School District ("Owner") and Financial Pacific Insurance Company ("Surety") (collectively, the "Parties").

Recitals

A. On or about June 26, 2007, Owner and Diversified Contracting Solutions ("Original Contractor") entered into a written agreement (the "Contract") for a public works construction project known as Bid No. 0607-11 Food Service Freezer (the "Project"). A true and correct copy of the Contract is attached hereto as Exhibit 1 and incorporated by reference. As used in this Agreement, the phrase "Obligations Under the Contract" means all obligations under the Contract, including all Project Documents referenced therein, and any fully executed and approved change orders, modifications or addenda to the Contract.

B. In connection with the Project, Surety and Original Contractor executed and delivered to Owner Performance and Payment Bond Nos. C902610 (individually, the "Payment Bond" and the "Performance Bond," and collectively, the "Bonds"), each in the penal sum of \$414,985. True and correct copies of the Bonds are attached hereto as Exhibit 2 and incorporated herein by reference.

C. On or about June 26, 2007, Owner issued a notice to proceed under the Contract to Original Contractor.

D. On or about December 31, 2007, Owner terminated Original Contractor's right to perform the Contract.

E. On or about January 29, 2008, Owner represented to Surety that Original Contractor had defaulted in its Obligations Under the Contract and demanded that Surety complete the Obligations Under the Contract pursuant to the Performance Bond.

F. Owner and Surety have investigated and agree upon the remaining work required to complete the Contract, including the remaining Obligations Under the Contract (the "Remaining Work").

G. In or about November 2008, Owner obtained a bid from Admiral Refrigeration & Installation Co. ("Admiral") for the completion of the Remaining Work, with the exception of the concrete work discussed in Recital H below. Owner has submitted Admiral's bid to Surety for review, and Surety agrees that the Admiral bid is responsive and acceptable for purposes of completing the Remaining Work, with the exception of the concrete work discussed in Recital H below. A true and correct copy of the Admiral bid is attached hereto as Exhibit 3 and incorporated herein by reference.

H. In November and December 2008, Surety solicited and obtained bids for the concrete portion of the Remaining Work, which includes installation of the 5 1/2" interior floating slab, the exterior slab, nine 6" bollards and four 4" bollards in accordance with Contract Addendum No. 1 dated May 23, 2007, and Contract Addendum No. 2 dated June 4, 2007. Of these bids, Sandoval Concrete Construction, Inc.'s ("Sandoval") bid is the most responsive and acceptable bid, and Owner agrees that Sandoval's bid is responsive and acceptable for completing the concrete portion of the Remaining Work

EXHIBIT A

1 of 5

just described. A true and correct copy of the Sandoval bid is attached hereto as Exhibit 4 and incorporated herein by reference.

I. Surety agrees to tender Admiral and Sandoval to Owner for completion of the Remaining Work. Surety also agrees to pay to Owner the difference between the unpaid and undisputed balance under the Contract and the price for Admiral and Sandoval to complete the Remaining Work as provided herein, including Admiral's and Sandoval's cost of obtaining performance and payment bonds to cover their respective scopes of work. Owner agrees to accept Admiral and Sandoval as the completion contractors for completion of the Remaining Work.

Terms and Conditions

Now, therefore, for good and valuable consideration and the mutual promises set forth herein, the Parties hereby agree as follows:

1. The Recitals set forth above are true and correct and hereby made part of this Agreement.
2. Owner agrees to accept Admiral and Sandoval as the completion contractors for completion of the Remaining Work.
3. Owner agrees to enter into a contract with Admiral for the sum of \$360,252 (the "Admiral Completion Contract") for the completion of the Remaining Work, save and except the concrete work to be performed by Sandoval. Owner further agrees to enter into a contract with Sandoval for the sum of \$17,972.28 (the "Sandoval Completion Contract") to complete the concrete portion of the Remaining Work.
4. Surety has prepared form completion contracts, which incorporate the Contract as it applies to the Remaining Work, for Owner to use in contracting with Admiral and Sandoval as described in Paragraph 3 above. A copy of the form Admiral Completion Contract is attached hereto as Exhibit 5, and a copy of the form Sandoval Completion Contract is attached hereto as Exhibit 6.
5. Surety acknowledges and agrees that the Payment Bond remains in full force and effect, subject to its terms and conditions and applicable law; provided, however, that it is expressly agreed by and between the Parties that the scope and coverage under the Payment Bond shall be limited to valid claims for labor or materials supplied to the Project during Original Contractor's performance under the Contract, and that the Bonds shall not apply to claims for labor or materials supplied to the Project after the date on which Owner terminated Original Contractor's right to perform the Contract, December 31, 2007.

6. Owner warrants and represents that the amount of unpaid funds under the Contract ("Contract Balance") is \$310,585, calculated as follows:

Original Contract Amount:	\$414,985
Payments to Original Contractor:	<u>-\$104,400</u>
Contract Balance:	\$310,585

7. The difference between the Contract Balance (\$310,585) and the total amount of the Admiral and Sandoval Contracts (\$378,224.28) is \$67,639.28 (the "Net Deficit"). Within five (5)

EXHIBIT A

2 of 5

business days of the execution of this Agreement, Surety shall pay to Owner the Net Deficit amount of \$67,639.28, plus the sum total of Admiral's and Sandoval's actual cost (no mark-up) of obtaining performance and payment bonds ("New Bonds") to cover their respective scopes of work ("New Bond Cost"). (The New Bond Cost with respect to Sandoval is zero insofar as the cost of its bonds is incorporated into the price of the Sandoval Completion Contract referenced in Paragraph 3 above.) To the extent that the price of the materials under the Sandoval Completion Contract increases before Sandoval commences performance under the Sandoval Completion Contract due to the volatile nature of the raw materials industry and Sandoval substantiates the same with documentation from its material supplier(s), Surety agrees to pay for said price increase, up to 15% of the base amount of the Sandoval Completion Contract, within 30 days of receipt of an invoice and substantiating documentation from Owner.

8. Owner agrees that it shall be responsible for administration of the Admiral and Sandoval Completion Contracts, and that the entire Contract Balance shall be dedicated to payment of Admiral and Sandoval for performance of the Remaining Work pursuant to the Admiral and Sandoval Completion Contracts.

9. Owner agrees that Surety's tender of Admiral and Sandoval as provided within this Agreement exonerates Surety from any obligations under the Performance Bond to the extent of Surety's performance under this Agreement and for all work that is covered by the New Bonds. However, Surety is not exonerated from its other obligations under the Performance and Payment Bonds issued pursuant to the Original Contract. In that regard, the District warrants and represents that it is not aware of any defective work performed by Original Contractor as of the Effective Date of this Agreement.

10. The Parties agree that Admiral and Sandoval are independent contractors and not agents, servants or partners of, or joint venturers with, Owner or Surety.

11. The Parties agree that, in entering into this Agreement, Surety is acting as a surety, not as a contractor.

12. This Agreement is strictly for the benefit of the Parties, and the Parties expressly declare that they do not intend to confer, nor do they confer, any rights or benefits of any kind, including, without limitation, third-party beneficiary rights, to any individual or entity not a party to this Agreement.

13. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

14. Except as otherwise set forth in this Agreement, the Parties hereby represent and warrant that they have not previously assigned or transferred in any manner, or purported to have assigned or transferred in any manner, any of the claims settled or assigned herein.

15. This Agreement is the product of negotiation and preparation by and among the Parties and their respective attorneys. The Parties expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or its attorneys, and will be construed accordingly. The Parties stipulate that any common law or statutory provision (including, without

EXHIBIT A

limitation, California Civil Code section 1654) that any ambiguous term be construed against the maker of this Agreement is hereby waived.

16. The rights and obligations of the Parties shall be governed by, construed and enforced in accordance with the laws of the State of California.

17. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, trustees, beneficiaries, predecessors, successors, assigns, partners, partnerships, parents, subsidiaries, affiliates, officers, officials, directors, principals, agents, servants, employees and representatives.

18. If any provision or any part of any provision of this Agreement is for any reason held to be invalid, unenforceable or contrary to any public policy, law, statute or ordinance, then the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

19. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, with the same force and effect as if all signatures appeared on the same document. A photocopy will serve in place of an original.

20. A facsimile signature to this Agreement shall be deemed to be and may be relied upon as an original. Likewise, telecopy transmission by the executing party of an executed counterpart of this Agreement shall be deemed delivery of an original, executed counterpart.

21. The Parties acknowledge that they have been advised by their own independently selected legal counsel and other advisors in connection with this Agreement and enter into this Agreement solely on the basis of that advice and on the basis of their own independent investigation of all of the facts, laws and circumstances material to this Agreement or any provision thereof, and not in any manner or to any degree based upon any statement or omission by any other Party or its legal counsel. By executing this Agreement, each of the Parties acknowledges that it has read this Agreement and understands its terms and provisions.

22. The terms and provisions of this Agreement are contractual and not mere recitals. The Parties acknowledge that there have been no oral, written or other agreements or representations of any kind as a condition precedent to or to induce the execution and delivery of this Agreement. Any written or oral discussions conducted prior to the Parties' execution of this Agreement shall not in any way vary or alter the terms of this Agreement.

23. This Agreement may not be modified, amended or supplemented except by written instrument specifically identifying this Agreement and signed by each of the Parties. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts under or required by this Agreement shall be deemed an extension of the time for performance of any other obligations or acts.

24. Each party agrees to execute and deliver all documents and instruments and to perform such additional acts as the other party may reasonably request, or as may be necessary or appropriate to effectuate, consummate, or perform any of the terms, provisions, or conditions of this Agreement.

Dated: June ____ 2009

CAPISTRANO UNIFIED SCHOOL DISTRICT

Printed Name: _____
Title: _____

Dated: June 3 2009

FINANCIAL PACIFIC INSURANCE COMPANY

Laure Hant's
Printed Name: Laure Hant's
Title: Bond Claims Adjuster

COMPLETION CONTRACT (Admiral)

This Completion Contract ("Agreement") is entered into by and between the Capistrano Unified School District ("Owner") and Admiral Refrigeration & Installation Co. ("Admiral") (collectively, the "Parties").

Recitals

A. Admiral has submitted a bid in the amount of \$360,252 to complete the remaining work under Owner's contract with Diversified Contracting Solutions (the "Contract") for a public works construction project (the "Project") known as Bid No. 0607-11 Food Service Freezer, save and except for the remaining concrete work which includes installation of the 5 1/2" interior floating slab, the exterior slab, nine 6" bollards, and four 4" bollards pursuant to Contract Addendum No. 1 dated May 23, 2007, and Contract Addendum No. 2 dated June 4, 2007 (the "Admiral Scope"). The aforementioned concrete work is not included within the Admiral Scope and will be performed by another contractor.

B. A true and correct copy of the Contract is attached hereto as Exhibit 1 and incorporated herein by reference.

C. A true and correct copy of Admiral's bid is attached hereto as Exhibit 2 and incorporated herein by reference.

D. Admiral has advised Owner that it is ready, willing and able to provide all necessary labor, materials and equipment to perform the Admiral Scope in accordance with the terms of conditions of the Contract and this Agreement.

Terms and Conditions

Now, therefore, in consideration of the recitals and the mutual obligations and promises contained herein, the Parties agree as follows:

1. The Recitals set forth above are true and correct and hereby made part of this Agreement.
2. Admiral represents and warrants that it has (a) examined in detail the remaining work under the Contract, (b) examined in detail the areas in which the said work will be performed, and (c) satisfied itself as to the cost of completing the Admiral Scope, including, without limitation, all overhead expenses, the payment of labor and material expenses to be incurred, the supervision and payment of subcontractors, if any, the provision of bonds and insurance, and all other requirements of this Agreement. Further, Admiral represents and warrants that it has fully informed itself with respect to all items necessary to complete the Admiral Scope independent of any representations made by Owner or its respective officers, officials, employees, agents, consultants or representatives, except as stated in this Agreement.
3. Admiral agrees to perform the Admiral Scope in strict accordance with the terms and conditions of the Contract and this Agreement. This includes, without limitation, the following:

a. Admiral shall perform, furnish and pay for all labor, materials, equipment, quality control, insurance, bonds, subcontractors, suppliers and all other things necessary to complete the Admiral Scope.

b. Admiral shall commence work within five (5) calendar days of Admiral's receipt of a written notice to proceed from Owner and shall complete the Admiral Scope by no later than a date to be mutually agreed upon between the Parties (the "Completion Date").

c. Admiral shall provide such manpower, equipment, material, management resources and quality control as required to achieve completion of the Admiral Scope by the Completion Date, and Admiral shall be solely responsible for determining the means and methods to achieve completion of the Admiral Scope by the Completion Date.

d. Admiral agrees to diligently and continuously prosecute the Admiral Scope, with time being of the essence. If Admiral fails to prosecute said work expeditiously and in a manner that Owner reasonably believes will achieve completion of the Admiral Scope by the Completion Date, then Admiral shall, at its own expense, work on an accelerated basis as directed by Owner until the Admiral Scope is being prosecuted so as to achieve completed by the Completion Date.

4. Without limiting the generality of Admiral's obligation to complete the Admiral Scope in strict accordance with the Contract and this Agreement, Admiral shall process and handle for its own account all necessary paperwork and other matters required for the prosecution of the Admiral Scope that may be required by Owner to obtain final acceptance of said work. Admiral's obligations in this regard include, without limitation, maintaining current and sufficient books, records, accounts and reports to enable Owner to be fully informed at all times as to the performance and progress of the Admiral Scope. In general, Admiral agrees to perform the Admiral Scope in a diligent and workmanlike manner in accordance with the usual standards and customs of qualified California contractors in the construction of similar projects for profit.

5. In performing the Admiral Scope, Admiral shall follow all safety precautions and procedures provided in the Contract.

6. Admiral shall keep work areas free from accumulation of waste materials or rubbish caused by performance of the Admiral Scope.

7. Admiral agrees to perform the Admiral Scope for a lump sum price of \$360,252 ("Contractor Price").

8. On a monthly basis beginning on the last calendar day of the month during which Admiral starts work on the Project and continuing on the last day of each month thereafter until the Admiral Scope is complete, Admiral shall submit a payment application to Owner based on the percentage of the Admiral Scope completed through and including the date of the payment application.

9. Subject to Owner's review and approval, Owner shall pay Admiral's fully documented payment applications, less a 10% retention of the amount of said payment applications, within thirty (30) calendar days of receipt. Owner shall withhold ten percent (10%) of the Contractor Price as retention pending the full and final completion of the Admiral Scope. Owner shall pay the retention to

Admiral within sixty (60) calendar days following Owner's final inspection and approval of the Admiral Scope.

10. With respect to the work performed by Admiral, Admiral shall indemnify Owner as provided in the Contract.

11. With respect to the work performed by Admiral, Admiral shall be bound by the warranties contained in the Contract.

12. Admiral shall not be responsible for any defective work performed by Diversified Contracting Solutions. Admiral shall be responsible for any defective work performed by Admiral as provided in the Contract.

13. Admiral shall continuously maintain all insurance protection as required by all local, state and federal laws and the Contract.

14. Admiral shall comply with all local, state and federal tax laws, social security acts, unemployment compensation acts, and worker's compensation acts to the extent applicable to the performance of this Agreement and the work hereunder.

15. Prior to beginning work on the Project, Admiral shall obtain and provide to Owner payment and performance bonds, each in the penal sum of \$360,252, issued by a surety authorized to transact business in the State of California. The bonds shall name Owner as the obligee thereunder.

16. This Agreement shall extend to and be binding upon the Parties and their successors and assigns.

17. This Agreement shall not be changed, modified or amended except by a written document duly executed by the Parties or their successors or assigns. No failure to exercise and no delay in exercising any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

18. This Agreement is executed pursuant to and governed by the laws of the State of California.

19. Any written or oral discussions conducted prior to the Parties' execution of this Agreement shall not in any way vary or alter the terms of this Agreement.

20. Except as otherwise expressly provided herein, nothing in this Agreement is intended to vary any terms and conditions of the Contract, all of which shall remain in full force and effect.

21. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Amendment on behalf of the party for whom he or she purports to sign.

22. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, with the same force and effect as if all signatures appeared on the same document. A photocopy will serve in place of an original. Likewise, telecopy or electronic mail transmission by the executing party of an executed counterpart of this Amendment shall be deemed delivery of an original, executed counterpart.

Dated: April ____ 2009

CAPISTRANO UNIFIED SCHOOL DISTRICT

Printed Name: _____
Title: _____

Dated: April ____ 2009

ADMIRAL REFRIGERATION & INSTALLATION CO.

Printed Name: _____
Title: _____

COMPLETION CONTRACT (Sandoval)

This Completion Contract ("Agreement") is entered into by and between the Capistrano Unified School District ("Owner") and Sandoval Concrete Construction, Inc. ("Sandoval") (collectively, the "Parties").

Recitals

A. Sandoval has submitted a bid in the amount of \$17,972.28 to complete the remaining concrete work under Owner's contract with Diversified Contracting Solutions (the "Contract") for a public works construction project (the "Project") known as Bid No. 0607-11 Food Service Freezer, which work includes installation of the 5 1/2" interior floating slab, the exterior slab, nine 6" bollards, and four 4" bollards pursuant to the Contract, including Contract Addendum No. 1 dated May 23, 2007, and Contract Addendum No. 2 dated June 4, 2007 (the "Sandoval Scope").

B. A true and correct copy of the Contract is attached hereto as Exhibit 1 and incorporated herein by reference.

C. A true and correct copy of Sandoval's bid is attached hereto as Exhibit 2 and incorporated herein by reference.

D. Sandoval has advised Owner that it is ready, willing and able to provide all necessary labor, materials and equipment to perform the Sandoval Scope in accordance with the terms of conditions of the Contract and this Agreement.

Terms and Conditions

Now, therefore, in consideration of the recitals and the mutual obligations and promises contained herein, the Parties agree as follows:

1. The Recitals set forth above are true and correct and hereby made part of this Agreement.
2. Sandoval represents and warrants that it has (a) examined in detail the remaining work under the Contract, (b) examined in detail the areas in which the said work will be performed, and (c) satisfied itself as to the cost of completing the Sandoval Scope, including, without limitation, all overhead expenses, the payment of labor and material expenses to be incurred, the supervision and payment of subcontractors, if any, the provision of bonds and insurance, and all other requirements of this Agreement. Further, Sandoval represents and warrants that it has fully informed itself with respect to all items necessary to complete the Sandoval Scope independent of any representations made by Owner or its respective officers, officials, employees, agents, consultants or representatives, except as stated in this Agreement.
3. Sandoval agrees to perform the Sandoval Scope in strict accordance with the terms and conditions of the Contract and this Agreement. This includes, without limitation, the following:
 - a. Sandoval shall perform, furnish and pay for all labor, materials, equipment, quality control, insurance, bonds, subcontractors, suppliers and all other things necessary to complete the Sandoval Scope.

b. Sandoval shall commence work within five (5) calendar days of Sandoval's receipt of a written notice to proceed from Owner and shall complete the Sandoval Scope by no later than a date to be mutually agreed upon between the Parties (the "Completion Date").

c. Sandoval shall provide such manpower, equipment, material, management resources and quality control as required to achieve completion of the Sandoval Scope by the Completion Date, and Sandoval shall be solely responsible for determining the means and methods to achieve completion of the Sandoval Scope by the Completion Date.

d. Sandoval agrees to diligently and continuously prosecute the Sandoval Scope, with time being of the essence. If Sandoval fails to prosecute said work expeditiously and in a manner that Owner reasonably believes will achieve completion of the Sandoval Scope by the Completion Date, then Sandoval shall, at its own expense, work on an accelerated basis as directed by Owner until the Sandoval Scope is being prosecuted so as to achieve completed by the Completion Date.

4. Without limiting the generality of Sandoval's obligation to complete the Sandoval Scope in strict accordance with the Contract and this Agreement, Sandoval shall process and handle for its own account all necessary paperwork and other matters required for the prosecution of the Sandoval Scope that may be required by Owner to obtain final acceptance of said work. Sandoval's obligations in this regard include, without limitation, maintaining current and sufficient books, records, accounts and reports to enable Owner to be fully informed at all times as to the performance and progress of the Sandoval Scope. In general, Sandoval agrees to perform the Sandoval Scope in a diligent and workmanlike manner in accordance with the usual standards and customs of qualified California contractors in the construction of similar projects for profit.

5. In performing the Sandoval Scope, Sandoval shall follow all safety precautions and procedures provided in the Contract.

6. Sandoval shall keep work areas free from accumulation of waste materials or rubbish caused by performance of the Sandoval Scope.

7. Sandoval agrees to perform the Sandoval Scope for a lump sum price of \$17,972.28 ("Contractor Price").

8. On a monthly basis beginning on the last calendar day of the month during which Sandoval starts work on the Project and continuing on the last day of each month thereafter until the Sandoval Scope is complete, Sandoval shall submit a payment application to Owner based on the percentage of the Sandoval Scope completed through and including the date of the payment application.

9. Subject to Owner's review and approval, Owner shall pay Sandoval's fully documented payment applications, less a 10% retention of the amount of said payment applications, within thirty (30) calendar days of receipt. Owner shall withhold ten percent (10%) of the Contractor Price as retention pending the full and final completion of the Sandoval Scope. Owner shall pay the retention to Sandoval within sixty (60) calendar days following Owner's final inspection and approval of the Sandoval Scope.

10. With respect to the work performed by Sandoval, Sandoval shall indemnify Owner as provided in the Contract.

11. With respect to the work performed by Sandoval, Sandoval shall be bound by the warranties contained in the Contract.

12. Sandoval shall not be responsible for any defective work performed by Diversified Contracting Solutions. Sandoval shall be responsible for any defective work performed by Sandoval as provided in the Contract.

13. Sandoval shall continuously maintain all insurance protection as required by all local, state and federal laws and the Contract.

14. Sandoval shall comply with all local, state and federal tax laws, social security acts, unemployment compensation acts, and worker's compensation acts to the extent applicable to the performance of this Agreement and the work hereunder.

15. Prior to beginning work on the Project, Sandoval shall obtain and provide to Owner payment and performance bonds, each in the penal sum of \$17,972, issued by a surety authorized to transact business in the State of California. The bonds shall name Owner as the obligee thereunder.

16. This Agreement shall extend to and be binding upon the Parties and their successors and assigns.

17. This Agreement shall not be changed, modified or amended except by a written document duly executed by the Parties or their successors or assigns. No failure to exercise and no delay in exercising any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

18. This Agreement is executed pursuant to and governed by the laws of the State of California.

19. Any written or oral discussions conducted prior to the Parties' execution of this Agreement shall not in any way vary or alter the terms of this Agreement.

20. Except as otherwise expressly provided herein, nothing in this Agreement is intended to vary any terms and conditions of the Contract, all of which shall remain in full force and effect.

21. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Amendment on behalf of the party for whom he or she purports to sign.

22. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, with the same force and effect as if all signatures appeared on the same document. A photocopy will serve in place of an original. Likewise, telecopy or electronic mail transmission by

the executing party of an executed counterpart of this Amendment shall be deemed delivery of an original, executed counterpart.

Dated: April ____ 2009

CAPISTRANO UNIFIED SCHOOL DISTRICT

Printed Name: _____
Title: _____

Dated: April ____ 2009

SANDOVAL CONCRETE CONSTRUCTION, INC.

Printed Name: _____
Title: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

FROM: Naomi Suenaka, Interim Deputy Superintendent, Personnel Services

SUBJECT: **CLASSIFIED PERSONNEL ACTIVITY**

BACKGROUND INFORMATION

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

FINANCIAL IMPLICATIONS

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

STAFF RECOMMENDATION

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING June 22, 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. Colbo, Cindy	Food Service	Voluntary	01/29/07	06/18/09
2. Grass, Evelyn	Academic Advisor	Layoff/Decline Displacement	10/21/96	06/26/09
3. Nonaca, Sheila	Food Service Worker	Moving	01/11/93	06/18/09
4. Pasley, Robin	Elementary Library Technician	Voluntary	12/16/91	06/26/09
5. Schwenn, Marian	Buyer/Planner	Retirement	11/25/98	06/30/09
6. Tubman, Rita	Middle School Office Manager	Retirement	11/03/96	07/02/09

APPROVE EMPLOYMENT

<u>NAME</u>	<u>POSITION-SUBSTITUTE</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
7. Feher, Karen	Clerk	\$15.16 hr	R23-1	07/01/09
8. Genis, Irene	Bilingual Clerk	\$15.93 hr	R25-1	03/23-03/27/09
9. LeCastro, Christine	Food Service Worker	\$12.14 hr	R14-1	04/11/09

<u>NAME</u>	<u>POSITION-EXEMPT</u>	<u>SALARY</u>	<u>EFFECTIVE DATE</u>
10. Royston, Nicole	Student Worker	\$ 8.00 hr	05/04-06/30/09

<u>NAME</u>	<u>POSITION-TEMPORARY</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
11. Camacho, Jennifer	Testing Asst	\$14.08 hr	R19-1	07/01-08/31/09

APPROVE ASSIGNMENT ADJUSTMENT

<u>NAME</u>	<u>ASSIGNMENT ADJUSTMENT</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
12. Carlisle, Terry	Job Technician I (12mo/40hpw)	\$2120.47 mo	R26-3	05/26/09
13. Norgren, Terry	Intermediate Office Asst (12mo/19.5hpw)	\$20.33 hr	R25-6	07/01/09

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING June 22, 2009
CLASSIFIED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENT

<u>NAME</u>	<u>ADDITIONAL ASSIGNMENT</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
14. Burton, Irma	Testing Asst (TAA NTE 100hrs)	\$17.53 hr	R19-6	07/01-08/31/09
15. Casarrubias-Quinn, O.	Bilingual Clerk (TAA NTE 84hrs)	\$20.33 hr	R25-6	08/01-08/29/09
16. Casica, Anita	Clerk (TAA Sub As Needed)	\$15.16 hr	R23-1	11/14-06/18/09
17. Diaz, Martha	Testing Asst TAA NTE 175hrs)	\$19.33 hr	R19-15	07/01-08/31/09
18. Hernandez, Myrna	Testing Asst (TAA NTE 150hrs)	\$18.41 hr	R19-10	07/01-08/31/09
19. Mejia, Rebecca	Testing Asst (TAA NTE 150hrs)	\$19.33 hr	R19-15	07/01-08/31/09
20. Muniz, Maria	Testing Asst (TAA NTE 100hrs)	\$15.15 hr	R19-3	07/01-08/31/09
21. Novack, Mary	Testing Asst (TAANTE 175hrs)	\$19.33 hr	R19-15	07/01-08/31/09
22. Nuemiller, Nora	Testing Asst (TAA NTE 100hrs)	\$17.53 hr	R19-6	07/01-08/31/09
23. Parson, Alma	Testing Asst (TAA NTE 100hrs)	\$17.53 hr	R19-6	07/01/08/31/09
24. Smith, Susan	Testing Asst (TAA NTE 150hrs)	\$17.53 hr	R19-6	07/01-08/31/09
25. Yerena, Maricela	Testing Asst (TAA NTE 100hrs)	\$18.41 hr	R19-10	07/01-08/31/09

APPROVE TAA PAY @ REGULAR RATE OF PAY

<u>NAME</u>	<u>ADDITIONAL ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
26. Ayon, Shari	Preschool Teacher (TAA NTE 15hrs)	04/30-06/30/09
27. Beas, Estela	Preschool Teacher (TAA NTE 15hrs)	04/30-06/30/09
28. Brierley, Magdalena	Preschool Teacher (TAA NTE 15hrs)	04/30-06/30/09
29. Cisternas, Claudia	Bilingual Community Svcs Liaison (TAA nTE 3hrs)	05/01-05/08/09

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING June 22, 2009
CLASSIFIED EMPLOYEES

APPROVE TAA PAY @ REGULAR RATE OF PAY

<u>NAME</u>	<u>ADDITIONAL ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
30. Drew, Sheena	Food Service Cashier (TAA NTE 1.25hpw)	04/27-06/18/09
31. Foster, Johanna	School Clerk I (TAA NTE 10hrs)	05/12-06/18/09
32. Grant, Mary	Preschool Teacher (TAA NTE 15hrs)	04/30-06/30/09
33. Hamidi, Aurora	Preschool Teacher (TAA NTE 15hrs)	04/30-06/30/09
34. Hayes, Natalie	Preschool Teacher (TAA NTE 15hrs)	04/30-06/30/09
35. Jurdi, Ghada	Preschool Teacher (TAA NTE 15hrs)	04/30-06/30/09
36. Karlous, Theolla	Instructional Asst – Preschool (TAA NTE 5hrs)	04/01-06/30/09
37. Lee, Nancy	Preschool Teacher (TAA NTE 15hrs)	04/30-06/30/09
38. Medina, Subrina	Instructional Asst – Sp Ed (TAA NTE 2.5hpw)	05/18-06/18/09
39. Miller, Laurie	High School Campus Supervisor (TAA NTE 25hrs)	06/22-07/30/09
40. Milligan, Debbie	Preschool Teacher (TAA NTE 15hrs)	04/30-06/30/09
41. Morrow, Susie	Preschool Teacher (TAA NTE 15hrs)	04/30-06/30/09
42. Noorzad, Tina	Preschool Teacher (TAA NTE 15hrs)	04/30-06/30/09
43. Poudrier, Cindy	Preschool Teacher (TAA NTE 15hrs)	04/30-06/30/09
44. Roknian, Stella	LVN (TAA NTE 24hrs)	07/13-07/23/09
45. Scinico, Dorcas	Preschool Teacher (TAA NTE 15hrs)	04/30-06/30/09
46. Susan, Grulkowski	Preschool Teacher (TAA NTE 15hrs)	04/30-06/30/09
47. White, Julia	Preschool Teacher (TAA NTE 15hrs)	04/30-06/30/09
48. White, Laurie	Preschool Teacher (TAA NTE 15hrs)	04/30-06/30/09

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING June 22, 2009
CLASSIFIED EMPLOYEES

APPROVE RECISSION OF LAYOFF

<u>NAME</u>	<u>POSITION</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
49. Antifae, Donna	Assistant Buyer (12mo/40hpw)	\$3890.09	R29-6	07/01/09
50. Hinojosa, Adelina	Academic Advisor (11mo/17.5hpw)	\$21.41 hr	R35-2	07/01/09

APPROVE PROMOTION

<u>NAME</u>	<u>PROMOTION</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
51. Aroz, Randy	Custodian II (Temp/40hpw)	\$21.90 hr	R28-6	04/01-05/15/09
52. Lawing, Korin	Buyer (12mo/40hpw)	\$3802.00 mo	R34-3	07/01/09
53. Sauer, Ashleigh	Senior IBI Asst/Tutor (11mo/40hpw)	\$3623.10 mo	R36-1	06/01/09

APPROVE SUMMER EMPLOYMENT

<u>NAME</u>	<u>POSITION</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
54. Armitage, David	Delegated Behind the Wheel Trainer	\$23.67 hr	R30-6	06/19-09/07/09
55. Beadle, Debbie	School Clerk	\$21.88 hr	R26-10	05/13-08/10/09
56. Buys, Debbie	School Clerk	\$21.88 hr	R26-10	05/13-08/10/09
57. Cardenas, Gloria	School Clerk	\$22.98 hr	R26-15	05/20-06/22/09
58. Egerton, Jane	School Clerk	\$19.85 hr	R26-5	05/13-07/23/09
59. Gallegos, Rosalba	School Clerk	\$18.90 hr	R26-4	05/13-07/23/09
60. Gomez, Nancy	Delegated Behind the Wheel Trainer	\$23.67 hr	R30-6	06/19-09/07/09
61. Harris, Heidi	Delegated Behind the Wheel Trainer	\$27.40 hr	R30-20	06/19-09/07/09
62. Jones, Darla	School Clerk	\$20.84 hr	R26-6	05/13-08/10/09
63. LeVrier, Bill	Delegated Behind the Wheel Trainer	\$24.85 hr	R30-10	06/19-09/07/09
64. Linderoth, Kathy	School Clerk	\$22.98 hr	R26-15	05/13-08/10/09
65. Mar-Podolski, Araceli	School Clerk	\$18.00 hr	R26-3	05/13-07/23/09
66. Martin, Sherry	School Clerk	\$22.98 hr	R26-15	05/13-07/30/09

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING June 22, 2009
CLASSIFIED EMPLOYEES

APPROVE SUMMER EMPLOYMENT

<u>NAME</u>	<u>POSITION</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
67. Nett, Donna	School Clerk	\$23.55 hr	R26-20	05/13-08/10/09
68. Neypes, Janine	School Clerk	\$20.84 hr	R26-6	05/13-08/10/09
69. Robleto, Toni	School Clerk	\$22.98 hr	R26-15	05/13-07/23/09

APPROVE SUMMER SCHOOL @ REGULAR RATE OF PAY

<u>NAME</u>	<u>ADDITIONAL ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
70. Alfaro, Domenico	School Bus Driver	06/19-09/07/09
71. Alvarado, Jose	School Bus Driver	06/19-09/07/09
72. Alvarado, Luis	School Bus Driver	06/19-09/07/09
73. Armitage, David	School Bus Driver	06/19-09/07/09
74. Arroyo, Michael	School Bus Driver	06/19-09/07/09
75. Baker, Ingrid	School Bus Driver	06/19-09/07/09
76. Bartolini, George	School Bus Driver	06/19-09/07/09
77. Bartolini, Lisa Ann	School Bus Driver	06/19-09/07/09
78. Baxter, Katherine	School Bus Driver	06/19-09/07/09
79. Bemis, Sherrie	School Bus Driver	06/19-09/07/09
80. Bera-Griffin, Kathryn	School Bus Driver	06/19-09/07/09
81. Blackburn, Greg	School Bus Driver	06/19-09/07/09
82. Bohl, Giselle	School Bus Driver	06/19-09/07/09
83. Bolton, Debby	School Bus Driver	06/19-09/07/09
84. Bosco, Nancy	School Bus Driver	06/19-09/07/09
85. Breithaupt, Scott	School Bus Driver	06/19-09/07/09
86. Brokaw, David	School Bus Driver	06/19-09/07/09
87. Buenrostro, Victor	School Bus Driver	06/19-09/07/09
88. Calderon, Maryann	School Bus Driver	06/19-09/07/09
89. Capitan, Sheri Lee	School Bus Driver	06/19-09/07/09
90. Caras, Denise	School Bus Driver	06/19-09/07/09
91. Caras, William	School Bus Driver	06/19-09/07/09
92. Carter, Alexis	School Bus Driver	06/19-09/07/09
93. Catli, Dale	School Bus Driver	06/19-09/07/09
94. Chauhan, Desh	School Bus Driver	06/19-09/07/09
95. Chevalier, Craig	School Bus Driver	06/19-09/07/09
96. Cmelak, Donna	School Bus Driver	06/19-09/07/09
97. Conti, James	School Bus Driver	06/19-09/07/09
98. Conti, Monica	School Bus Driver	06/19-09/07/09

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING June 22, 2009
CLASSIFIED EMPLOYEES

APPROVE SUMMER SCHOOL @ REGULAR RATE OF PAY

<u>NAME</u>	<u>ADDITIONAL ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
99. Corona, Rhonda	School Bus Driver	06/19-09/07/09
100. Craw, Madelaine	School Bus Driver	06/19-09/07/09
101. Cruz, Ceasar	School Bus Driver	06/19-09/07/09
102. Cuevas, Javier	School Bus Driver	06/19-09/07/09
103. Danzig, Kevin	School Bus Driver	06/19-09/07/09
104. DeArmas, Sharon	School Bus Driver	06/19-09/07/09
105. DeChene, David	School Bus Driver	06/19-09/07/09
106. DeVinci, Pamela	School Bus Driver	06/19-09/07/09
107. Dewar, Dawn	School Bus Driver	06/19-09/07/09
108. Dewar, Nettie	School Bus Driver	06/19-09/07/09
109. Eiseman, Jay	School Bus Driver	06/19-09/07/09
110. Ericson, Nol	School Bus Driver	06/19-09/07/09
111. Falquist, Ray	School Bus Driver	06/19-09/07/09
112. Feyerabend, Kathy	School Bus Driver	06/19-09/07/09
113. Figueroa, Yolanda	School Bus Driver	06/19-09/07/09
114. Fortin, Calli	School Bus Driver	06/19-09/07/09
115. Frigone, Karyn	School Bus Driver	06/19-09/07/09
116. Fultz, Brian	School Bus Driver	06/19-09/07/09
117. Garcia, Patricia	School Bus Driver	06/19-09/07/09
118. Garcia, Piedad	School Bus Driver	06/19-09/07/09
119. Geissinger, James	School Bus Driver	06/19-09/07/09
120. Genadry, Floyd	School Bus Driver	06/19-09/07/09
121. Gibson, Lesa	School Bus Driver	06/19-09/07/09
122. Gilkinson, James	School Bus Driver	06/19-09/07/09
123. Gill, Laura Kathy	School Bus Driver	06/19-09/07/09
124. Gomez, Bartolo	School Bus Driver	06/19-09/07/09
125. Gomez, Nancy	School Bus Driver	06/19-09/07/09
126. Gonzales, Andrew	School Bus Driver	06/19-09/07/09
127. Gonzales, Kym	School Bus Driver	06/19-09/07/09
128. Gourdin, Leo	School Bus Driver	06/19-09/07/09
129. Gutierrez, Betty	School Bus Driver	06/19-09/07/09
130. Hampson, Lisa	School Bus Driver	06/19-09/07/09
131. Harrell, Eric	School Bus Driver	06/19-09/07/09
132. Harris, Heidi	School Bus Driver	06/19-09/07/09
133. Hartwell, Brian	School Bus Driver	06/19-09/07/09
134. Henderson, Scott	School Bus Driver	06/19-09/07/09
135. Hernando, Carlos	School Bus Driver	06/19-09/07/09
136. Herrera, Tay	School Bus Driver	06/19-09/07/09

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING June 22, 2009
CLASSIFIED EMPLOYEES

APPROVE SUMMER SCHOOL @ REGULAR RATE OF PAY

<u>NAME</u>	<u>ADDITIONAL ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
137. Holdby, Anthony	School Bus Driver	06/19-09/07/09
138. Honey, Nancy	School Bus Driver	06/19-09/07/09
139. Honey, Richard	School Bus Driver	06/19-09/07/09
140. Inman, Patrick	School Bus Driver	06/19-09/07/09
141. Isch-Hewell, Vicki	School Bus Driver	06/19-09/07/09
142. Issac, Wagih	School Bus Driver	06/19-09/07/09
143. James, Nevil	School Bus Driver	06/19-09/07/09
144. Kalmen, Jodee	School Bus Driver	06/19-09/07/09
145. King, James	School Bus Driver	06/19-09/07/09
146. Knight, Clayton	School Bus Driver	06/19-09/07/09
147. Kraus, Janice	School Bus Driver	06/19-09/07/09
148. Kraus, Rolf	School Bus Driver	06/19-09/07/09
149. LaBeaf, Kathryn	School Bus Driver	06/19-09/07/09
150. Laskoski, John	School Bus Driver	06/19-09/07/09
151. Levrier, William	School Bus Driver	06/19-09/07/09
152. Lezama, Alfredo	School Bus Driver	06/19-09/07/09
153. Lively, Dennis	School Bus Driver	06/19-09/07/09
154. Lively, Yvette	School Bus Driver	06/19-09/07/09
155. Llamas, Daniel	School Bus Driver	06/19-09/07/09
156. Llamas, Teresa	School Bus Driver	06/19-09/07/09
157. Manoogian, Jean	School Bus Driver	06/19-09/07/09
158. Martel, David	School Bus Driver	06/19-09/07/09
159. Maull, Louis	School Bus Driver	06/19-09/07/09
160. McRae, Bruce	School Bus Driver	06/19-09/07/09
161. Michael, Nader	School Bus Driver	06/19-09/07/09
162. Miranda, Ines	School Bus Driver	06/19-09/07/09
163. Montoya, Silverio	School Bus Driver	06/19-09/07/09
164. Mora, Luis	School Bus Driver	06/19-09/07/09
165. Morgan, Marshall	School Bus Driver	06/19-09/07/09
166. Morin, Hakim	School Bus Driver	06/19-09/07/09
167. Mott, Karen	School Bus Driver	06/19-09/07/09
168. Murakami, Steven	School Bus Driver	06/19-09/07/09
169. Murillo, Rafael	School Bus Driver	06/19-09/07/09
170. Naegle, David	School Bus Driver	06/19-09/07/09
171. Nangle, Rovin	School Bus Driver	06/19-09/07/09
172. Nees Jr., Lawrence	School Bus Driver	06/19-09/07/09
173. O'Connell, Henry	School Bus Driver	06/19-09/07/09
174. O'Connell, Josephine	School Bus Driver	06/19-09/07/09

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING June 22, 2009
CLASSIFIED EMPLOYEES

APPROVE SUMMER SCHOOL @ REGULAR RATE OF PAY

<u>NAME</u>	<u>ADDITIONAL ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
175. Olswang, Arthur	School Bus Driver	06/19-09/07/09
176. Omar, Lina	School Bus Driver	06/19-09/07/09
177. Paine, Michey	School Bus Driver	06/19-09/07/09
178. Palusso, Toni	School Bus Driver	06/19-09/07/09
179. Parson, Ed	School Bus Driver	06/19-09/07/09
180. Paymard, Mary	School Bus Driver	06/19-09/07/09
181. Perez, Victoria	School Bus Driver	06/19-09/07/09
182. Perguson, Scott	School Bus Driver	06/19-09/07/09
183. Reyes, Carmen	School Bus Driver	06/19-09/07/09
184. Rial, Lisa	School Bus Driver	06/19-09/07/09
185. Rivera, Hector	School Bus Driver	06/19-09/07/09
186. Rivera, Miguel	School Bus Driver	06/19-09/07/09
187. Robbertze, Olinda	School Bus Driver	06/19-09/07/09
188. Robert, Hannah	School Bus Driver	06/19-09/07/09
189. Roberts, Peggy	School Bus Driver	06/19-09/07/09
190. Robledo, Eloisa	School Bus Driver	06/19-09/07/09
191. Rochelle, Phil	School Bus Driver	06/19-09/07/09
192. Rollins, Marilyn	School Bus Driver	06/19-09/07/09
193. Ruhman, Ronald	School Bus Driver	06/19-09/07/09
194. Saling, Robynette	School Bus Driver	06/19-09/07/09
195. Santopadre, Paula	School Bus Driver	06/19-09/07/09
196. Sawyer, Jazmin	School Bus Driver	06/19-09/07/09
197. Shores, Dominique	School Bus Driver	06/19-09/07/09
198. Simpson, Patricia	School Bus Driver	06/19-09/07/09
199. Soderin, Dennis	School Bus Driver	06/19-09/07/09
200. Solis, Carol	School Bus Driver	06/19-09/07/09
201. Stubban, Jeffrey	School Bus Driver	06/19-09/07/09
202. Taylor, Patricia	School Bus Driver	06/19-09/07/09
203. Taylor, William	School Bus Driver	06/19-09/07/09
204. Thompson, Nina	School Bus Driver	06/19-09/07/09
205. Timberlake, Peggy	School Bus Driver	06/19-09/07/09
206. Tizuela, Edwin	School Bus Driver	06/19-09/07/09
207. Trimble, Roxanne	School Bus Driver	06/19-09/07/09
208. Tucker, Sue	School Bus Driver	06/19-09/07/09
209. Turney, Paul	School Bus Driver	06/19-09/07/09
210. Unterberger, Joe	School Bus Driver	06/19-09/07/09
211. Villagomez, Manuel	School Bus Driver	06/19-09/07/09
212. Visser, Marcelle	School Bus Driver	06/19-09/07/09

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING June 22, 2009

CLASSIFIED EMPLOYEES

APPROVE SUMMER SCHOOL @ REGULAR RATE OF PAY

<u>NAME</u>	<u>ADDITIONAL ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
213. Walker, Christine	School Bus Driver	06/19-09/07/09
214. Walker, Mary	School Bus Driver	06/19-09/07/09
215. Weddell, Dennice	School Bus Driver	06/19-09/07/09
216. White, David	School Bus Driver	06/19-09/07/09
217. Williams, Frankie	School Bus Driver	06/19-09/07/09
218. Winsor, Sheila	School Bus Driver	06/19-09/07/09
219. Ziegler, Michael	School Bus Driver	06/19-09/07/09

APPROVE SUBSTITUTE SUMMER EMPLOYMENT

<u>NAME</u>	<u>POSITION</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
220. Maldonado, Norma	School Clerk	\$22.98 hr	R26-15	06/29-07/01/09
221. Pollard, Karen	School Clerk	\$21.88 hr	R26-10	05/13-07/21/09

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

FROM: Naomi Suenaka, Interim Deputy Superintendent, Personnel Services

SUBJECT: **CERTIFICATED PERSONNEL ACTIVITY**

BACKGROUND INFORMATION

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

FINANCIAL IMPLICATIONS

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

STAFF RECOMMENDATION

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING June 22, 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. Chang, Lee	Teacher	Other Employ	09/04/98	06/19/09
2. Smith, Sherine	Deputy Superintendent, Education	Other Employ	09/02/86	06/30/09
3. Wilber, Sandra	Teacher	Retirement	09/01/89	06/19/09

APPROVE HOME/HOSPITAL TEACHERS

	Pay @ \$35.00 per hour	
4. Garcia, Cristina		6. Wagner, Mark
5. Gray, Amy		7. Weinstein, David

APPROVE ADULT EDUCATION TEACHERS

	Pay @ \$29.00 per hour	
8. Carlson, Greg		11. Easley, MaryAnn
9. Corrales, Javier		12. Lopata, Sharon
10. Cuthbertson, Denise		13. McManus, Paul
	Pay @ \$30.00 per hour	
14. Bumatay, Andrew		15. Bumatay, Marilyn
	Pay @ \$31.00 per hour	
16. Busch, Marc		18. Luttrell, John
17. Costa, Ross		
	Pay @ \$32.00 per hour	
19. Adamo, Marilyn		24. Hillabrant, Jill
20. Burrows, Virginia		25. Ibbotson, Jill
21. Cameron, Amanda		26. Istrate, Lavina
22. Chambers, Wyatt		27. Leveque, Maryly
23. Hanson, Kathy		28. Miertschin, Lauren

APPROVE SUBSTITUTE ADULT EDUCATION TEACHERS

	Pay @ \$32.00 per hour
29. Smith, Katharine	

APPROVE SUBSTITUTE TEACHERS

	Pay @ \$90.00 per day
30. Hokans, William	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING June 22, 2009
CERTIFICATED EMPLOYEES

APPROVE SUMMER SCHOOL

Summer School Administrators – Multiple Sites

Not to exceed 25 hours non-instructional pay @ \$30.00 per hour 5/13/09-06/22/09

31. Aguilera, Dana
32. Baerst, Peggy
33. Cesar, Loya
34. Clem, Monica
35. Jindra, Darrin

36. Jones, Jeff
37. Josh, Wellikson
38. Modeer, Mikael
39. Schertzer, Kristen
40. Yesenia, Ward

Summer School Administrator – DHHS

Not to exceed 40 hours non-instructional pay @ \$30.00 per hour 05/13/09-07/30/09

Not to exceed 112 hour instructional pay @ \$40.00 per hour

41. Steinert, Cynthia

HSD/GED Summer Program – Adult/Community Education

Not to exceed 19.5 hour per week @ \$29.00 per hour

07/01/09-07/30/09

42. Newton, Leah

43. Puelma, Estela

HSD/GED Summer Program – Adult/Community Education

Not to exceed 19.5 hour per week @ \$32.00 per hour

07/01/09-07/30/09

44. McPhillips, Nancy
45. Olsen, Suzi
46. Skaron, Debbie
47. Staley, Debby

48. Vermeulen, Don
49. Woodrige, Val
50. Woodward, Ginni
51. Woolley, Diane

ESY Coordinator – Special Education

Not to exceed 150 hours @ \$40.00 per hour

07/01/09-07/31/09

52. Winston, Leisa

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING June 22, 2009
CERTIFICATED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENTS

53. After School Tutorial – SCHS

Not to exceed 110 hours total Instructional pay @ \$35.00 per hour 04/01/09-06/10/09

54. Beckman Science Training – Staff Development

Not to exceed 116 hours total non-instructional pay @ \$30.00 per hour 02/01/09-05/06/09

Assist Studentis in Literacy Skills and Writing – Las Palmas

Not to exceed 10 hours @ \$18.00 per hour 04/24/09-05/29/09

55. Bushway, Jenna

Family Science Night – Malcom

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour 04/22/09

56. Brennan, Kelly

59. Martin, Robert

57. Gillis, Lori

60. Massaro, Charles

58. Goodwin, Michele

After School Enrichment Class – MFMS

Not to exceed 42 hours instructional pay @ \$35.00 per hour 01/23/09-05/01/09

61. Gerhard, Dru

Hourly Supplemental Programs – NMS

Not to exceed 25 hours instructional pay @ 35.00 per hour 04/27/09-05/30/09

62. Graham, Kellie

63. Wenk, James

Lunch Time Activity – NMS

Not to exceed 33.5 hours instrucional pay @ \$35.00 per hour 11/12/08-06/11/09

64. Keene, Gary

65. Sartoris, Reannah

IB Curriculum Development – SCHS

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour 04/01/09-06/18/09

66. Jobst, Shelly

Saturday School – SJHHS

Not to exceed 4 hours @ \$18.00 per hour 06/13/09

67. Nolan , Catherine

Saturday School – Tesoro

Not to exceed 12 hours instructional pay @ \$35.00 per hour 01/17/09-02/21/09

68. Szczudlak, Lisa

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING June 22, 2009
CERTIFICATED EMPLOYEES

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

Parent Conferencing of Students Entering CUSD – ELD

Not to exceed 200 hours non-instructional pay @ \$30.00 per hour 07/01/09-08/31/09

69. Violette, Jan

Beckman Science Training – Staff Development

Not to exceed 10.5 hours non-instructional pay @ \$30.00 per hour 03/8/09-05/06/09

70. Giraud, Jamie

71. Wislocki, Brandon

To Participate in Beckman Meetings/Planning Sessions – Staff Development

Not exceed 9 hours non-instructional pay @ \$30.00 per hour 11/20/08-05/13/09

72. Victor, Jennifer

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

TO: Dr. Bobbi Mahler, Interim Superintendent
FROM: Naomi Suenaka, Interim Deputy Superintendent, Personnel Services
SUBJECT: **2009/10 EXCESS WORKERS' COMPENSATION INSURANCE RENEWAL**

BACKGROUND INFORMATION

In 1979, the District established a self-funded workers' compensation insurance program and purchased excess coverage to address claims that exceeded the deductible/self-insured retention (SIR) rate. In 2005, major reforms in California's workers' compensation system were passed with favorable results. Consequently, insurers have become more flexible and competitive in their underwriting, particularly in the area of excess coverage.

The positive results of statewide reforms coupled with the diligence in CUSD's case management have set the stage for a promising 2009-10 renewal. Working with the district's broker, Keenan & Associates, major insurance carriers were approached to provide renewal quotes. Three firms submitted proposals. Upon analysis of these proposals the incumbent, Safety National, was the most competitive. A nationally recognized and "A" rated company, Safety National, provided the best proposal for the 2009/10 excess coverage renewal.

CURRENT CONSIDERATIONS

This agenda item presents for Board approval the excess workers' compensation insurance renewal quoted by Safety National. The excess premium for 2009/10 is expected to be \$214,425 compared to \$266,060 the district paid last year, which represents a savings of \$51,635. This excellent renewal rate is due in large part to a continual downward trend in the severity of CUSD's worker's compensation claims.

FINANCIAL IMPLICATIONS

The district has designated funds in the 2009/10 worker's compensation Fund 68 to cover the \$214,425 annual premium.

STAFF RECOMMENDATION


It is respectfully recommended the Board of Trustees approve the workers' compensation excess liability coverage for the period July 1, 2009 through June 30, 2010 as proposed by Safety National.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

REVISED
6/18/2009

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

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

SUBJECT: **2009-10 FINAL BUDGET: PUBLIC HEARING AND ADOPTION**

BACKGROUND INFORMATION

On February 20, 2009, Governor Schwarzenegger signed a 17-month budget (SB 1, Chapter 1, Statutes of 2009). This budget is unlike any the State of California has previously adopted, with three of the most unique points being that the Budget provided for new revenue streams through taxation and borrowing, significant reductions in statewide funding, and the Budget spans two fiscal years – running through June 2010. The Enacted Budget was predicated on the passage of several ballot measures, which were sent to the voters on May 19, 2009, and subsequently rejected.

At a series of Budget Study Sessions held during winter and spring 2009, Trustees were informed that the impact of the Governor's Budget Proposal would require approximately \$25 million in reductions in order to balance the district's 2009-10 budget. On April 13, 2009, the Board of Trustees approved budget reductions totaling approximately \$25 million. Specific programs and services were identified for elimination in order to meet the objective of budget solvency.

At the Board meeting held on June 8, 2009, staff presented to Trustees the 2009-10 tentative budget, as well as the assumptions to be used in CUSD's 2009-10 Final Budget. These assumptions incorporated the provisions of the 17-month State Budget and the May Revise.

CURRENT CONSIDERATIONS

The purpose of this agenda item is to request Board approval of the 2009-10 Final District Budget. The Final Budget to be presented incorporates the budget assumptions presented to the Trustees at the June 8, 2009, meeting.

As required by law, the Board is required to conduct a public hearing on the Final Budget. A final version of this agenda item has been available for public inspection, both in the lobby of the Education Center and on the district website, since June 18, 2009. Included in this Board item are the assumptions used in the preparation of the 2009-10 Budget, Exhibit A; summary budgets for the District's funds, Exhibit B; State Criteria and Standards for 2009-10, Exhibit C; and the School District Certification of the State Criteria and Standards and the Workers' Compensation Certification, Exhibit D.

2009-10 FINAL BUDGET: PUBLIC HEARING AND ADOPTION

June 22, 2009

Page 2

Final Budget Overview

Revenue Budget – The CUSD Final Budget has been prepared based upon the revenue assumptions contained in the 17-month State Budget and the May Revise. The revenue budget assumes a 4.25% cost-of-living (COLA) adjustment, with a 17.967% deficit for base revenue limits with student enrollment projected to grow by 57 pupils in the 2009-10 school year. State categorical revenues are budgeted with no COLA and a 5% deficit. Revenues also include several one-time sources from the American Recovery & Reinvestment Act (ARRA): \$5.9 million from State Fiscal Stabilization Funds (SFSF), \$5.1 million from IDEA offset funds, \$2.1 million transfer from Adult Education and Deferred Maintenance, and \$650K in Building “C” lease revenues. Additionally, the budget includes \$13.5 million in categorical flexibility.

Expenditure Budget – The 2009-10 expenditure budget contains the cost of automatic step and column salary increases and projected health and welfare benefit premium increases. Additionally, the budget reductions approved on April 13, 2009 are incorporated into the budget.

Ending Fund Balance – The Final Budget shows General Fund revenues and other sources estimated at \$368,743,943 with estimated expenditures and other uses of \$372,369,484. The unrestricted reserve for economic uncertainties is projected to be \$7,616,631 or 2.05% of expenditures. This reserve meets the required reserve level of 2%.

Revised Final Budget – Staff will bring forward any further changes to the 17-month State Budget within 45 days after the adoption of such revisions to the State Budget.

FINANCIAL IMPLICATIONS

The financial implications of this agenda item have been detailed under Current Considerations and will be provided in the forthcoming Exhibits accompanying this agenda item.

STAFF RECOMMENDATION

It is respectfully requested that the Board President recognize Ron Lebs, Deputy Superintendent, Business & Support Services who, along with Kristofer Pitman, Executive Director, Fiscal Services, will make a brief presentation to the Board regarding the Final Budget and be available for Trustee questions. Following the presentation, it is recommended the Board President conduct a public hearing on CUSD’s 2009-10 Final Budget.

Following the public hearing, it is respectfully recommended the Board adopt the Final Budget and approve the budget assumptions and Criteria & Standards for the 2009-10 school and fiscal year.

DISCUSSION/
ACTION

Assumptions Used for 2009-2010 Budget Adoption
June 22, 2009

	2008-2009 Estimated Actuals	2009-2010 MYP Projection	2010-2011 MYP Projection	2011-2012 MYP Projection
*** Enrollment and Revenues ***				
Increase to ADA	485	57	0	0
Revenue Limit ADA: CUSD & County Educated	50,077	50,134	50,134	50,134
Revenue Limit:				
Cost of Living Adjustment (COLA)	5.66%	4.25%	0.90%	2.40%
Revenue Limit Deficit	11.428%	17.967%	17.967%	17.967%
Base Revenue Limit	\$6,112	\$6,373	\$6,431	\$6,586
Funded Revenue Limit	\$5,414	\$5,228	\$5,276	\$5,403
Funding Change for Revenue Limit	-6.83%	-3.55%	-18.04%	2.35%
¹ Revenue Limit Adjustment/ Eliminate @ 1st Int	\$0	\$4,261,375	\$0	\$0
Funding Change for Categoricals	-15.38%	-4.46%	0.90%	2.40%
Funding Change for Special Education (On state and local portion only)	0.00%	0.00%	0.90%	2.40%
Funding for Supplemental Hourly: 2007/08 Base	\$1,896,181	\$1,796,664	\$1,812,834	\$1,856,342
Lottery Funding - Unrestricted	\$109.50	\$109.50	\$109.50	\$109.50
Lottery Funding - Restricted	\$11.50	\$11.50	\$11.50	\$11.50
Foundation Fundraising	\$1,000,000	\$0	\$0	\$0
Transfer Building C Lease Revenues	\$900,000	\$650,000	\$650,000	\$650,000
American Recovery & Reinvestment Act (ARRA):				
State Fiscal Stabilization Fund (SFSF)	\$11,469,682	\$5,856,370	\$0	\$0
NCLB Title I	\$0	\$0	\$0	\$0
³ Special Ed IDEA, Part B	\$0	\$4,650,577	\$0	\$0
May Revise Est. Not Recognized in Projections:				
¹ Additional Revenue Limit Deficits	\$0	(\$4,261,375)	included	included
Home to School Transportation - 65% cut	\$0	(\$556,437)	ongoing	ongoing
Special Ed Transportation - 65% cut	\$0	(\$1,436,845)	ongoing	ongoing
ARRA Federal Funds Pending				
² NCLB Title I (1st Round Received)	\$0	\$1,024,641	\$0	\$0
² NCLB Title I (2nd Round Pending)	\$0	\$1,252,340	\$0	\$0
³ Special Ed IDEA, Part B	\$0	\$10,110,155	\$0	\$0
³ Special Ed IDEA, Part B (transfer out for MOE)	\$0	(\$5,054,577)	\$0	\$0
Categorical Flexibility Transfer (8998)	\$6,395,871	\$13,498,254	\$0	\$0
Categorical Ending Fund Balance Transfer (8997)	\$3,196,632			
Class Size Reduction Income	\$14,209,439	\$7,373,825	\$7,440,189	\$7,618,754
*** Expenditures ***				
Salary Increases Included	No	No	No	No
Step and Column Used - Certificated	Position Cntrl	Position Cntrl	1.5%	1.5%
Step Used - Classified	Position Cntrl	Position Cntrl	2.0%	2.0%
Health & Welfare Benefits Increase %	9%	10%	10%	10%
Transfer to Deferred Maintenance	\$2,050,000	\$0	\$0	\$0

Assumptions Used for 2009-2010 Budget Adoption
June 22, 2009

	2008-2009 Estimated Actuals	2009-2010 MYP Projection	2010-2011 MYP Projection	2011-2012 MYP Projection
*** Reserve Levels ***				
Reserve for Economic Uncertainty	\$8,414,520	\$7,616,631	\$7,607,618	\$7,679,755
Required Amount @ 2% Minimum	\$7,942,437	\$7,447,390	\$7,099,075	\$7,278,038
Reserve for Economic Uncertainty %	2.12%	2.05%	2.14%	2.11%
Over / (Short)	\$472,083	\$169,241	\$508,543	\$401,717
*** Budget Reductions ***				
Budget Reductions Included at Budget Adoption	\$0	\$25,500,000	\$0	\$0
Additional Budget Reductions Needed	\$0	\$4,261,375	\$25,700,000	\$28,500,000
Using Financial Recommendations from: School Services' 6/1/09 Dartboard Estimate and OCDE's Assumption Recommendation				
Combined Total	\$0	\$29,761,375	\$25,700,000	\$28,500,000

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals			2009-10 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) Revenue Limit Sources		8010-8099	265,573,809.00	6,078,859.00	271,652,668.00	260,952,253.00	5,556,698.00	266,508,951.00	-1.9%
2) Federal Revenue		8100-8299	1,004,550.00	29,916,087.00	30,920,637.00	1,000,000.00	27,508,455.00	28,508,455.00	-7.8%
3) Other State Revenue		8300-8599	22,216,643.00	52,237,146.00	74,453,789.00	31,936,119.00	33,701,316.00	65,637,435.00	-11.8%
4) Other Local Revenue		8600-8799	8,866,356.00	1,051,335.00	9,917,691.00	4,327,940.00	1,002,865.00	5,330,805.00	-46.2%
5) TOTAL REVENUES			297,661,358.00	89,283,427.00	386,944,785.00	298,216,312.00	67,769,334.00	365,985,646.00	-5.4%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	162,635,588.00	47,604,111.00	210,239,699.00	156,917,736.00	36,085,679.00	193,003,415.00	-8.2%
2) Classified Salaries		2000-2999	28,916,769.00	29,878,887.28	58,795,656.28	29,420,078.00	28,379,051.00	57,799,129.00	-1.7%
3) Employee Benefits		3000-3999	52,888,682.00	20,317,441.00	73,206,123.00	53,615,301.00	18,692,290.00	72,307,591.00	-1.2%
4) Books and Supplies		4000-4999	5,018,576.00	8,866,574.72	13,885,150.72	5,283,753.00	8,573,420.00	13,857,173.00	-0.2%
5) Services and Other Operating Expenditures		5000-5999	16,940,369.00	11,099,416.00	28,039,785.00	17,544,999.00	8,939,963.00	26,484,962.00	-5.5%
6) Capital Outlay		6000-6999	0.00	49,316.00	49,316.00	0.00	0.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	2,494,398.00	8,966,082.00	11,460,480.00	3,196,415.00	6,387,381.00	9,583,796.00	-16.4%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(3,900,220.00)	3,295,868.00	(604,352.00)	(4,376,425.00)	3,709,843.00	(666,582.00)	10.3%
9) TOTAL EXPENDITURES			264,994,162.00	130,077,696.00	395,071,858.00	261,601,857.00	110,767,627.00	372,369,484.00	-5.7%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)									
			32,667,196.00	(40,794,269.00)	(8,127,073.00)	36,614,455.00	(42,998,293.00)	(6,383,838.00)	-21.4%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	900,000.00	0.00	900,000.00	2,758,297.00	0.00	2,758,297.00	206.5%
b) Transfers Out		7600-7629	0.00	2,050,000.00	2,050,000.00	0.00	0.00	0.00	-100.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(32,936,983.00)	32,936,983.00	0.00	(42,041,418.00)	42,041,418.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(32,036,983.00)	30,886,983.00	(1,150,000.00)	(39,283,121.00)	42,041,418.00	2,758,297.00	-339.9%

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals			2009-10 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)									
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	10,980,084.00	10,864,161.00	21,844,245.00	11,610,297.00	956,875.00	12,567,172.00	-42.5%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,980,084.00	10,864,161.00	21,844,245.00	11,610,297.00	956,875.00	12,567,172.00	-42.5%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,980,084.00	10,864,161.00	21,844,245.00	11,610,297.00	956,875.00	12,567,172.00	-42.5%
2) Ending Balance, June 30 (E + F1e)			11,610,297.00	956,875.00	12,567,172.00	8,941,631.00	0.00	8,941,631.00	-28.8%
Components of Ending Fund Balance									
a) Reserve for		9711	175,000.00	0.00	175,000.00	175,000.00	0.00	175,000.00	0.0%
Revolving Cash		9712	150,000.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.0%
Stores		9713	150,000.00	0.00	150,000.00	0.00	0.00	0.00	-100.0%
Prepaid Expenditures		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9730	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
General Reserve		9740	0.00	956,875.00	956,875.00	0.00	0.00	0.00	-100.0%
Legally Restricted Balance									
b) Designated Amounts		9770	8,414,520.00	0.00	8,414,520.00	7,616,631.00	0.00	7,616,631.00	-9.5%
Designated for Economic Uncertainties		9775	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9780	2,720,777.00	0.00	2,720,777.00	1,000,000.00	0.00	1,000,000.00	-63.2%
Other Designations		9790	0.00	0.00	0.00				
c) Undesignated Amount									
d) Unappropriated Amount		9790							

Exhibit B

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals			2009-10 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
G. ASSETS									
1) Cash									
a) in County Treasury		9110	0.00	0.00	0.00				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Fund		9130	0.00	0.00	0.00				
d) with Fiscal Agent		9135	0.00	0.00	0.00				
e) collections awaiting deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	0.00	0.00				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) Fixed Assets		9400							
0) TOTAL ASSETS			0.00	0.00	0.00				
LIABILITIES									
1) Accounts Payable		9500	0.00	0.00	0.00				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Deferred Revenue		9650	0.00	0.00	0.00				
6) Long-Term Liabilities		9660							
7) TOTAL LIABILITIES			0.00	0.00	0.00				
I. FUND EQUITY									
Ending Fund Balance, June 30 (G10 - H7)			0.00	0.00	0.00			0.00	

Exhibit B

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals			2009-10 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
REVENUE LIMIT SOURCES									
Principal Apportionment			18,774,984.00	0.00	18,774,984.00	18,644,918.00	0.00	18,644,918.00	-0.7%
State Aid - Current Year		8011	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Charter Schools General Purpose Entitlement - State Aid		8015	350,770.00	0.00	350,770.00	0.00	0.00	0.00	-100.0%
State Aid - Prior Years		8019	2,109,848.00	0.00	2,109,848.00	2,109,848.00	0.00	2,109,848.00	0.0%
Tax Relief Subventions		8021	34.00	0.00	34.00	34.00	0.00	34.00	0.0%
Homeowners' Exemptions		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Timber Yield Tax		8029	224,939,261.00	0.00	224,939,261.00	221,565,172.00	0.00	221,565,172.00	-1.5%
Other Subventions/In-Lieu Taxes		8041	9,493,639.00	0.00	9,493,639.00	9,493,639.00	0.00	9,493,639.00	0.0%
County & District Taxes		8042	12,389,408.00	0.00	12,389,408.00	12,389,408.00	0.00	12,389,408.00	0.0%
Secured Roll Taxes		8043	4,231,651.00	0.00	4,231,651.00	4,231,651.00	0.00	4,231,651.00	0.0%
Unsecured Roll Taxes		8044	3,220,388.00	0.00	3,220,388.00	3,220,388.00	0.00	3,220,388.00	0.0%
Prior Years' Taxes		8045	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8047	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Isellaneous Funds (EC 41604)		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Royalties and Bonuses									
Other In-Lieu Taxes									
Less: Non-Revenue Limit (50%) Adjustment									
Subtotal, Revenue Limit Sources			275,509,983.00	0.00	275,509,983.00	271,655,058.00	0.00	271,655,058.00	-1.4%
Revenue Limit Transfers									
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	(6,078,859.00)	0.00	(6,078,859.00)	(5,556,698.00)	0.00	(5,556,698.00)	-8.6%
Continuation Education ADA Transfer	2200	8091			0.00		0.00	0.00	0.0%
Community Day Schools Transfer	2430	8091		53,108.00	53,108.00		0.00	0.00	-100.0%
Special Education ADA Transfer	6500	8091		6,025,751.00	6,025,751.00		5,556,698.00	5,556,698.00	-7.8%
All Other Revenue Limit									
California Dept of Education									

Exhibit B
4 2 4 5

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals			2009-10 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	1,441,200.00	0.00	1,441,200.00	1,300,212.00	0.00	1,300,212.00	-9.8%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(5,298,515.00)	0.00	(5,298,515.00)	(6,446,319.00)	0.00	(6,446,319.00)	21.7%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL REVENUE LIMIT SOURCES			265,573,809.00	6,078,859.00	271,652,668.00	260,952,253.00	5,556,698.00	266,508,951.00	-1.9%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	7,369,015.00	7,369,015.00	0.00	12,181,036.00	12,181,036.00	65.3%
Special Education Discretionary Grants		8182	0.00	720,808.00	720,808.00	0.00	1,169,696.00	1,169,696.00	62.3%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	15,726.00	15,726.00	0.00	90,675.00	90,675.00	476.6%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB/IASA	3000-3299, 4000-4138, 4201-4215, 4610, 5510	8290		17,363,987.00	17,363,987.00		11,463,748.00	11,463,748.00	-34.0%
Vocational and Applied Technology Education	3500-3699	8290		220,431.00	220,431.00		206,089.00	206,089.00	-6.5%
Safe and Drug Free Schools	3700-3799	8290		219,993.00	219,993.00		125,429.00	125,429.00	-43.0%
JTPA / WIA	5600-5625	8290		0.00	0.00		0.00	0.00	0.0%
Other Federal Revenue	All Other	8290	1,004,550.00	4,006,127.00	5,010,677.00	1,000,000.00	2,271,782.00	3,271,782.00	-34.7%
TOTAL FEDERAL REVENUE			1,004,550.00	29,916,087.00	30,920,637.00	1,000,000.00	27,508,455.00	28,508,455.00	-7.8%

Exhibit B

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals			2009-10 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
OTHER STATE REVENUE									
Other State Apportionments									
Supplemental Instruction Programs									
Current Year	0000	8311	1,896,181.00		1,896,181.00	4,782,054.00		4,782,054.00	152.2%
Prior Years	0000	8319	(114,430.00)		(114,430.00)	0.00		0.00	-100.0%
Community Day School Additional Funding									
Current Year	2430	8311		31,983.00	31,983.00		0.00	0.00	-100.0%
Prior Years	2430	8319		(1,022.00)	(1,022.00)		0.00	0.00	-100.0%
ROC/P Entitlement									
Current Year	6350-6360	8311		2,728,736.00	2,728,736.00		0.00	0.00	-100.0%
Prior Years	6350-6360	8319		285,252.00	285,252.00		0.00	0.00	-100.0%
Special Education Master Plan									
Current Year	6500	8311		25,158,090.00	25,158,090.00		25,093,098.00	25,093,098.00	-0.3%
Prior Years	6500	8319		31,240.00	31,240.00		0.00	0.00	-100.0%
Gifted and Talented Pupils	7140	8311		375,418.00	375,418.00		0.00	0.00	-100.0%
Home-to-School Transportation	7230	8311		856,057.00	856,057.00		856,057.00	856,057.00	0.0%
School Improvement Program	7260-7265	8311		0.00	0.00		0.00	0.00	0.0%
Economic Impact Aid	7090-7091	8311		2,795,675.00	2,795,675.00		2,795,875.00	2,795,875.00	0.0%
Spec. Ed. Transportation	7240	8311		2,210,530.00	2,210,530.00		2,210,530.00	2,210,530.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	203,730.00	203,730.00	0.00	203,730.00	203,730.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	(44.00)	(44.00)	0.00	0.00	0.00	-100.0%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	14,209,439.00	0.00	14,209,439.00	7,373,825.00	0.00	7,373,825.00	-48.1%
Class Size Reduction, Grade Nine		8435	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Charter Schools Categorical Block Grant		8480	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	1,000.00	0.00	1,000.00	1,000.00	0.00	1,000.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	5,877,921.00	622,732.00	6,500,653.00	5,837,137.00	613,153.00	6,450,290.00	-0.8%
Tax Relief Subventions									
Restricted Levies - Other			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Homeowners' Exemptions		8575							
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals			2009-10 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Arts and Music Block Grant	6760	8590		756,459.00	756,459.00		0.00	0.00	-100.0%
Miller Unruh Reading Program	7200	8590		0.00	0.00		0.00	0.00	0.0%
Supplemental School Counseling Program	7080	8590		1,429,222.00	1,429,222.00		0.00	0.00	-100.0%
Instructional Materials	7155, 7156, 7157, 7158, 7160, 7170	8590		3,021,688.00	3,021,688.00		0.00	0.00	-100.0%
Staff Development	7294, 7295, 7296	8590		26,444.00	26,444.00		0.00	0.00	-100.0%
Tenth Grade Counseling	7375	8590		0.00	0.00		0.00	0.00	0.0%
Educational Technology Assistance Grants	7100-7125	8590		0.00	0.00		0.00	0.00	0.0%
School Based Coordination Program	7250	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6605-6680	8590		72,067.00	72,067.00		73,734.00	73,734.00	2.3%
-Healthy Start	6240	8590		0.00	0.00		0.00	0.00	0.0%
Class Size Reduction Facilities	6200	8590		0.00	0.00		0.00	0.00	0.0%
Pupil Retention Block Grant	7390	8590		94,472.00	94,472.00		0.00	0.00	-100.0%
School Community Violence Prevention Grant	7391	8590		0.00	0.00		0.00	0.00	0.0%
Teacher Credentialing Block Grant	7392	8590		506,149.00	506,149.00		0.00	0.00	-100.0%
Professional Development Block Grant	7393	8590		1,547,918.00	1,547,918.00		0.00	0.00	-100.0%
Targeted Instructional Improvement Block Grant	7394	8590		2,181,993.00	2,181,993.00		0.00	0.00	-100.0%
School and Library Improvement Block Grant	7395	8590		2,944,035.00	2,944,035.00		0.00	0.00	-100.0%
Quality Education Investment Act	7400	8590		382,800.00	382,800.00		390,500.00	390,500.00	2.0%
All Other State Revenue	All Other	8590	346,532.00	3,975,522.00	4,322,054.00	13,942,103.00	1,464,639.00	15,406,742.00	256.5%
TOTAL, OTHER STATE REVENUE			22,216,643.00	52,237,146.00	74,453,789.00	31,936,119.00	33,701,316.00	65,637,435.00	-11.8%

Exhibit B

Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals			2009-10 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds									
Not Subject to RL Deduction			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from									
Delinquent Non-Revenue									
Limit Taxes			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies			45,000.00	0.00	45,000.00	30,000.00	0.00	30,000.00	-33.3%
Sale of Publications			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals			1,580,340.00	0.00	1,580,340.00	1,630,340.00	0.00	1,630,340.00	3.2%
Interest			2,068,038.00	40,000.00	2,108,038.00	1,510,000.00	0.00	1,510,000.00	-28.4%
Net Increase (Decrease) in the Fair Value of Investments			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Non-Resident Students			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals			0.00	600,000.00	600,000.00	0.00	675,000.00	675,000.00	12.5%
Transportation Services	7230, 7240			0.00	0.00		0.00	0.00	0.0%
Interagency Services	All Other		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals			2009-10 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Plus: Misc Funds Non-Revenue Limit (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	4,920,878.00	361,335.00	5,282,213.00	905,500.00	277,865.00	1,183,365.00	-77.6%
Tuition		8710	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.0%
All Other Transfers In		8781-8783	242,100.00	0.00	242,100.00	242,100.00	0.00	242,100.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers	6500	8791		0.00	0.00		0.00	0.00	0.0%
From Districts or Charter Schools	6500	8792		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8793		50,000.00	50,000.00		50,000.00	50,000.00	0.0%
From JPAs									
ROC/P Transfers									
From Districts or Charter Schools	6350, 6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6350, 6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6350, 6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL OTHER LOCAL REVENUE			8,866,356.00	1,051,335.00	9,917,691.00	4,327,940.00	1,002,865.00	5,330,805.00	-46.2%
TOTAL REVENUES			297,661,358.00	89,283,427.00	386,944,785.00	298,216,312.00	67,769,334.00	365,985,646.00	-5.4%

Exhibit B
 9 of 45

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals			2009-10 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	147,550,335.00	36,762,737.00	184,313,072.00	141,803,041.00	29,412,017.00	171,215,058.00	-7.1%
Certificated Pupil Support Salaries		1200	2,585,088.00	5,495,031.00	8,080,119.00	2,900,822.00	4,040,264.00	6,941,086.00	-14.1%
Certificated Supervisors' and Administrators' Salaries		1300	12,279,429.00	3,064,857.00	15,344,286.00	11,998,756.00	1,786,225.00	13,784,981.00	-10.2%
Other Certificated Salaries		1900	220,736.00	2,281,486.00	2,502,222.00	215,117.00	847,173.00	1,062,290.00	-57.5%
TOTAL, CERTIFICATED SALARIES			162,635,588.00	47,604,111.00	210,239,699.00	156,917,736.00	36,085,679.00	193,003,415.00	-8.2%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	1,048,661.00	12,139,270.00	13,187,931.00	1,090,902.00	12,169,053.00	13,259,955.00	0.5%
Classified Support Salaries		2200	11,069,657.00	13,362,104.00	24,431,761.00	11,399,520.00	12,487,986.00	23,887,516.00	-2.2%
Classified Supervisors' and Administrators' Salaries		2300	2,214,343.00	1,156,214.00	3,370,557.00	2,117,964.00	1,337,735.00	3,455,699.00	2.5%
Clerical, Technical and Office Salaries		2400	12,380,880.00	2,139,250.28	14,520,130.28	12,561,648.00	1,560,878.00	14,122,526.00	-2.7%
Other Classified Salaries		2900	2,203,228.00	1,082,049.00	3,285,277.00	2,250,044.00	823,389.00	3,073,433.00	-6.4%
TOTAL, CLASSIFIED SALARIES			28,916,769.00	29,878,887.28	58,795,656.28	29,420,078.00	28,379,051.00	57,799,129.00	-1.7%
EMPLOYEE BENEFITS									
STRS		3101-3102							
PERS		3201-3202	13,503,435.00	3,909,724.00	17,413,159.00	13,124,252.00	2,494,615.00	15,618,867.00	-10.3%
OASDI/Medicare/Alternative		3301-3302	2,414,431.00	2,251,406.00	4,665,837.00	2,613,012.00	2,225,627.00	4,838,639.00	3.7%
Health and Welfare Benefits		3401-3402	3,945,948.00	2,903,961.00	6,849,909.00	3,860,462.00	2,413,609.00	6,274,071.00	-8.4%
Unemployment Insurance		3501-3502	30,040,102.00	9,745,989.00	39,786,091.00	29,973,718.00	9,904,259.00	39,877,977.00	0.2%
Workers' Compensation		3601-3602	576,805.00	229,999.00	806,804.00	564,583.00	176,402.00	740,985.00	-8.2%
OPEB, Allocated		3701-3702	54,680.00	195,722.00	250,402.00	1,679,365.00	525,335.00	2,204,700.00	780.5%
OPEB, Active Employees		3751-3752	321,914.00	119,181.00	441,095.00	300,811.00	93,407.00	394,218.00	-10.6%
PERS Reduction		3801-3802	858,800.00	299,479.00	1,158,279.00	857,502.00	251,441.00	1,108,943.00	-4.3%
Other Employee Benefits		3901-3902	722,738.00	599,577.00	1,322,315.00	640,645.00	547,563.00	1,188,208.00	-10.1%
TOTAL, EMPLOYEE BENEFITS			449,829.00	62,403.00	512,232.00	951.00	60,032.00	60,983.00	-88.1%
BOOKS AND SUPPLIES			52,888,682.00	20,317,441.00	73,206,123.00	53,615,301.00	18,692,290.00	72,307,591.00	-1.2%
Approved Textbooks and Core Curricula Materials		4100	1,150,282.00	2,220,284.00	3,370,566.00	1,241,991.00	0.00	1,241,991.00	-63.2%
Books and Other Reference Materials		4200	20,397.00	122,994.00	143,391.00	0.00	0.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals			2009-10 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Materials and Supplies		4300	3,204,408.00	5,460,017.72	8,664,425.72	3,750,562.00	8,438,932.00	12,189,494.00	40.7%
Noncapitalized Equipment		4400	643,489.00	1,063,279.00	1,706,768.00	291,200.00	134,488.00	425,688.00	-75.1%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			5,018,576.00	8,866,574.72	13,885,150.72	5,283,753.00	8,573,420.00	13,857,173.00	-0.2%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	0.00	2,375,991.00	2,375,991.00	0.00	1,608,971.00	1,608,971.00	-32.3%
Travel and Conferences		5200	251,773.00	482,554.00	734,327.00	267,950.00	263,185.00	531,135.00	-27.7%
Dues and Memberships		5300	59,410.00	9,623.00	69,033.00	58,300.00	3,400.00	61,700.00	-10.6%
Insurance		5400 - 5450	1,950,000.00	0.00	1,950,000.00	2,000,000.00	0.00	2,000,000.00	2.6%
Operations and Housekeeping Services		5500	9,015,000.00	0.00	9,015,000.00	9,180,000.00	0.00	9,180,000.00	1.8%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,476,115.00	1,961,678.00	3,437,793.00	2,108,420.00	1,507,641.00	3,616,061.00	5.2%
Transfers of Direct Costs		5710	412,169.00	(412,169.00)	0.00	429,175.00	(429,175.00)	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(52,618.00)	0.00	(52,618.00)	(40,023.00)	0.00	(40,023.00)	-23.9%
Professional/Consulting Services and Operating Expenditures		5800	3,395,153.00	6,676,785.00	10,071,938.00	3,093,357.00	5,979,941.00	9,073,298.00	-9.9%
Communications		5900	433,367.00	4,954.00	438,321.00	447,820.00	6,000.00	453,820.00	3.5%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			16,940,369.00	11,099,416.00	28,039,785.00	17,544,999.00	8,939,963.00	26,484,962.00	-5.5%

Exhibit B

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals			2009-10 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	100,326.00	24,307.00	124,633.00				
Other Debt Service - Principal		7439	2,260,958.00	334,557.00	2,595,515.00	22,243.00	35,444.00	57,687.00	-53.7%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			2,494,398.00	8,966,082.00	11,460,480.00	454,143.00	217,263.00	671,406.00	-74.1%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS						3,196,415.00	6,387,381.00	9,583,796.00	-16.4%
Transfers of Indirect Costs		7310							
Transfers of Indirect Costs - Interfund		7350	(3,295,868.00)	3,295,868.00	0.00	(3,709,843.00)	3,709,843.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(604,352.00)	0.00	(604,352.00)	(666,582.00)	0.00	(666,582.00)	10.3%
			(3,900,220.00)	3,295,868.00	(604,352.00)	(4,376,425.00)	3,709,843.00	(666,582.00)	10.3%
TOTAL EXPENDITURES			264,994,162.00	130,077,696.00	395,071,858.00	261,601,857.00	110,767,627.00	372,369,484.00	-5.7%

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals			2009-10 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	900,000.00	0.00	900,000.00	650,000.00	0.00	650,000.00	-27.8%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	2,108,297.00	0.00	2,108,297.00	New
(a) TOTAL, INTERFUND TRANSFERS IN			900,000.00	0.00	900,000.00	2,758,297.00	0.00	2,758,297.00	206.5%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	2,050,000.00	2,050,000.00	0.00	0.00	0.00	-100.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) TOTAL, INTERFUND TRANSFERS OUT			0.00	2,050,000.00	2,050,000.00	0.00	0.00	0.00	-100.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments									
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Sale/Lease-Purchase of Land/Buildings									
Other Sources		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs									
Long-Term Debt Proceeds		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation									
Proceeds from Capital Leases		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Exhibit B

California Dept of Education

Exhibit B

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals			2008-10 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651							
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(45,665,490.00)	45,665,490.00	0.00				
Contributions from Restricted Revenues		8990	599,093.00	(599,093.00)	0.00	(42,041,418.00)	42,041,418.00	0.00	0.0%
Categorical Education Block Grant Transfers		8995	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	3,196,632.00	(3,196,632.00)	0.00	0.00	0.00	0.00	0.0%
Categorical Flexibility Transfers		8998	8,932,782.00	(8,932,782.00)	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL CONTRIBUTIONS			(32,936,983.00)	32,936,983.00	0.00	(42,041,418.00)	42,041,418.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES			(32,036,983.00)	30,886,983.00	(1,150,000.00)	(39,283,121.00)	42,041,418.00	2,758,297.00	-339.9%
(a - b + c - d + e)									

Exhibit B

Resource	Description	2008-09 Estimated Actuals	2009-10 Budget
5640	Medi-Cal Billing Option	84,000.00	0.00
6286	English Language Acquisition Program, Teacher Training & Student /	108,575.00	0.00
7090	Economic Impact Aid (EIA)	400,000.00	0.00
7157	Instructional Materials: English Language Learners	44,300.00	0.00
7400	Quality Education Investment Act	320,000.00	0.00
Total, Legally Restricted Balance		956,875.00	0.00

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	422,268.00	412,000.00	-2.4%
3) Other State Revenue		8300-8599	1,893,130.00	1,610,478.00	-14.9%
4) Other Local Revenue		8600-8799	1,628,000.00	1,660,000.00	2.0%
5) TOTAL, REVENUES			3,943,398.00	3,682,478.00	-6.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	1,777,848.00	1,256,623.00	-29.3%
2) Classified Salaries		2000-2999	543,613.00	302,420.00	-44.4%
3) Employee Benefits		3000-3999	347,663.00	286,921.00	-17.5%
4) Books and Supplies		4000-4999	158,239.00	86,850.00	-45.1%
5) Services and Other Operating Expenditures		5000-5999	1,075,104.00	1,094,850.00	1.8%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	99,307.00	96,517.00	-2.8%
9) TOTAL, EXPENDITURES			4,001,774.00	3,124,181.00	-21.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(58,376.00)	558,297.00	-1056.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	908,297.00	New
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	(908,297.00)	New

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(58,376.00)	(350,000.00)	499.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,207,552.00	2,149,176.00	-2.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,207,552.00	2,149,176.00	-2.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,207,552.00	2,149,176.00	-2.6%
2) Ending Balance, June 30 (E + F1e)			2,149,176.00	1,799,176.00	-16.3%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	2,149,176.00	1,799,176.00	-16.3%
c) Undesignated Amount		9790	0.00		
d) Unappropriated Amount		9790		0.00	

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	8,119.00	0.00	-100.0%
3) Other State Revenue		8300-8599	2,705,749.00	3,020,550.00	11.6%
4) Other Local Revenue		8600-8799	3,275,703.00	2,879,434.00	-12.1%
5) TOTAL, REVENUES			5,989,571.00	5,899,984.00	-1.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	2,332,989.00	2,233,088.00	-4.3%
2) Classified Salaries		2000-2999	2,058,795.00	2,025,793.00	-1.6%
3) Employee Benefits		3000-3999	1,150,500.00	1,110,132.00	-3.5%
4) Books and Supplies		4000-4999	391,298.00	289,241.00	-26.1%
5) Services and Other Operating Expenditures		5000-5999	308,656.00	245,266.00	-20.5%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	61,065.00	59,739.00	-2.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	177,223.00	233,173.00	31.6%
9) TOTAL, EXPENDITURES			6,480,526.00	6,196,432.00	-4.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(490,955.00)	(296,448.00)	-39.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(490,955.00)	(296,448.00)	-39.6%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,759,877.00	1,268,922.00	-27.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,759,877.00	1,268,922.00	-27.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,759,877.00	1,268,922.00	-27.9%
2) Ending Balance, June 30 (E + F1e)			1,268,922.00	972,474.00	-23.4%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	1,268,922.00	972,474.00	-23.4%
c) Undesignated Amount		9790	0.00		
d) Unappropriated Amount		9790		0.00	

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	3,985,578.00	4,125,073.00	3.5%
3) Other State Revenue		8300-8599	293,985.00	302,805.00	3.0%
4) Other Local Revenue		8600-8799	7,459,322.00	7,609,909.00	2.0%
5) TOTAL, REVENUES			11,738,885.00	12,037,787.00	2.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	4,224,845.00	4,309,527.00	2.0%
3) Employee Benefits		3000-3999	1,227,160.00	1,268,009.00	3.3%
4) Books and Supplies		4000-4999	4,540,386.00	4,776,424.00	5.2%
5) Services and Other Operating Expenditures		5000-5999	751,722.00	730,777.00	-2.8%
6) Capital Outlay		6000-6999	55,000.00	450,000.00	718.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	327,822.00	336,892.00	2.8%
9) TOTAL, EXPENDITURES			11,126,935.00	11,871,629.00	6.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			611,950.00	166,158.00	-72.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			611,950.00	166,158.00	-72.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,189,153.00	1,801,103.00	51.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,189,153.00	1,801,103.00	51.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,189,153.00	1,801,103.00	51.5%
2) Ending Balance, June 30 (E + F1e)			1,801,103.00	1,967,261.00	9.2%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	1,801,103.00	1,967,261.00	9.2%
c) Undesignated Amount		9790	0.00		
d) Unappropriated Amount		9790		0.00	

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,663,757.00	1,576,067.00	-5.3%
4) Other Local Revenue		8600-8799	75,000.00	65,000.00	-13.3%
5) TOTAL, REVENUES			1,738,757.00	1,641,067.00	-5.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	203,642.00	205,877.00	1.1%
3) Employee Benefits		3000-3999	70,281.00	74,959.00	6.7%
4) Books and Supplies		4000-4999	3,625.00	5,000.00	37.9%
5) Services and Other Operating Expenditures		5000-5999	850,600.00	640,000.00	-24.8%
6) Capital Outlay		6000-6999	80,000.00	905,000.00	1031.3%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,208,148.00	1,830,836.00	51.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			530,609.00	(189,769.00)	-135.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	2,050,000.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	1,200,000.00	New
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			2,050,000.00	(1,200,000.00)	-158.5%

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			2,580,609.00	(1,389,769.00)	-153.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,388,643.00	6,969,252.00	58.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,388,643.00	6,969,252.00	58.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,388,643.00	6,969,252.00	58.8%
2) Ending Balance, June 30 (E + F1e)			6,969,252.00	5,579,483.00	-19.9%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	6,969,252.00	5,579,483.00	-19.9%
c) Undesignated Amount		9790	0.00		
d) Unappropriated Amount		9790		0.00	

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	8,000.00	8,000.00	0.0%
5) TOTAL, REVENUES			8,000.00	8,000.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			8,000.00	8,000.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

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

30 66464 0000000
Form 20

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			8,000.00	8,000.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	317,367.00	325,367.00	2.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			317,367.00	325,367.00	2.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			317,367.00	325,367.00	2.5%
2) Ending Balance, June 30 (E + F1e)			325,367.00	333,367.00	2.5%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	325,367.00	333,367.00	2.5%
c) Undesignated Amount		9790	0.00		
d) Unappropriated Amount		9790		0.00	

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	124,500.00	120,000.00	-3.6%
5) TOTAL, REVENUES			124,500.00	120,000.00	-3.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	319.00	0.00	-100.0%
3) Employee Benefits		3000-3999	41.00	0.00	-100.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	7,000.00	6,000.00	-14.3%
6) Capital Outlay		6000-6999	327,000.00	2,080,000.00	536.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			334,360.00	2,086,000.00	523.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(209,860.00)	(1,966,000.00)	836.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(209,860.00)	(1,966,000.00)	836.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,941,958.00	5,732,098.00	-3.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,941,958.00	5,732,098.00	-3.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,941,958.00	5,732,098.00	-3.5%
2) Ending Balance, June 30 (E + F1e)			5,732,098.00	3,766,098.00	-34.3%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	5,732,098.00	3,766,098.00	-34.3%
c) Undesignated Amount		9790	0.00		
d) Unappropriated Amount		9790		0.00	

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
TOTAL ASSETS			0.00		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) Long-Term Liabilities		9660			
7) TOTAL LIABILITIES			0.00		
I. FUND EQUITY					
Ending Fund Balance, June 30 (G10 - H7)					
			0.00		

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to RL Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	124,500.00	120,000.00	-3.6%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			124,500.00	120,000.00	-3.6%
TOTAL REVENUES			124,500.00	120,000.00	-3.6%

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	319.00	0.00	-100.0%
TOTAL, CLASSIFIED SALARIES			319.00	0.00	-100.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	29.00	0.00	-100.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	1.00	0.00	-100.0%
Workers' Compensation		3601-3602	3.00	0.00	-100.0%
OPEB, Allocated		3701-3702	1.00	0.00	-100.0%
OPEB, Active Employees		3751-3752	7.00	0.00	-100.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			41.00	0.00	-100.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	7,000.00	6,000.00	-14.3%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			7,000.00	6,000.00	-14.3%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	1,000,000.00	New
Buildings and Improvements of Buildings		6200	324,000.00	1,080,000.00	233.3%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	3,000.00	0.00	-100.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			327,000.00	2,080,000.00	536.1%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL EXPENDITURES			334,360.00	2,086,000.00	523.9%

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)					
			0.00	0.00	0.0%

Resource	Description	2008-09	2009-10
		Estimated Actuals	Budget
Total, Legally Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,115,000.00	1,100,000.00	-1.3%
5) TOTAL, REVENUES			1,115,000.00	1,100,000.00	-1.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	92,487.00	92,710.00	0.2%
3) Employee Benefits		3000-3999	34,920.00	36,176.00	3.6%
4) Books and Supplies		4000-4999	60,000.00	32,000.00	-46.7%
5) Services and Other Operating Expenditures		5000-5999	1,718,953.00	521,000.00	-69.7%
6) Capital Outlay		6000-6999	1,592,600.00	510,000.00	-68.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	395,913.00	0.00	-100.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,894,873.00	1,191,886.00	-69.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(2,779,873.00)	(91,886.00)	-96.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,779,873.00)	(91,886.00)	-96.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,734,566.00	2,207,667.00	-53.4%
b) Audit Adjustments		9793	252,974.00	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			4,987,540.00	2,207,667.00	-55.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,987,540.00	2,207,667.00	-55.7%
2) Ending Balance, June 30 (E + F1e)			2,207,667.00	2,115,781.00	-4.2%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	2,207,667.00	2,115,781.00	-4.2%
c) Undesignated Amount		9790	0.00		
d) Unappropriated Amount		9790		0.00	

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	4,414,133.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	229,000.00	225,000.00	-1.7%
5) TOTAL REVENUES			4,643,133.00	225,000.00	-95.2%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	11,000.00	6,100.00	-44.5%
6) Capital Outlay		6000-6999	6,998,133.00	245,000.00	-96.5%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			7,009,133.00	251,100.00	-96.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(2,366,000.00)	(26,100.00)	-98.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,366,000.00)	(26,100.00)	-98.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,457,007.00	2,091,007.00	-53.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,457,007.00	2,091,007.00	-53.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,457,007.00	2,091,007.00	-53.1%
2) Ending Balance, June 30 (E + F1e)			2,091,007.00	2,064,907.00	-1.2%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	2,091,007.00	2,064,907.00	-1.2%
c) Undesignated Amount		9790	0.00		
d) Unappropriated Amount		9790		0.00	

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,613,444.00	3,448,500.00	-4.6%
5) TOTAL, REVENUES			3,613,444.00	3,448,500.00	-4.6%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	3,000.00	3,000.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	1,653,835.00	2,155,000.00	30.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,656,835.00	2,158,000.00	30.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,956,609.00	1,290,500.00	-34.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	900,000.00	650,000.00	-27.8%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(900,000.00)	(650,000.00)	-27.8%

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,056,609.00	640,500.00	-39.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,192,527.00	3,249,136.00	48.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,192,527.00	3,249,136.00	48.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,192,527.00	3,249,136.00	48.2%
2) Ending Balance, June 30 (E + F1e)			3,249,136.00	3,889,636.00	19.7%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	3,249,136.00	3,889,636.00	19.7%
c) Undesignated Amount		9790	0.00		
d) Unappropriated Amount		9790		0.00	

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,677,470.00	4,677,470.00	0.0%
5) TOTAL, REVENUES			4,677,470.00	4,677,470.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	4,513,239.00	4,612,564.00	2.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			4,513,239.00	4,612,564.00	2.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			164,231.00	64,906.00	-60.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			164,231.00	64,906.00	-60.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,433,786.00	3,598,017.00	4.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,433,786.00	3,598,017.00	4.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,433,786.00	3,598,017.00	4.8%
2) Ending Balance, June 30 (E + F1e)			3,598,017.00	3,662,923.00	1.8%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	0.00	0.00	0.0%
c) Undesignated Amount		9790	3,598,017.00		
d) Unappropriated Amount		9790		3,662,923.00	

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	50,177,000.00	52,667,000.00	5.0%
5) TOTAL, REVENUES			50,177,000.00	52,667,000.00	5.0%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	314,979.00	318,102.00	1.0%
3) Employee Benefits		3000-3999	95,745.00	107,190.00	12.0%
4) Books and Supplies		4000-4999	18,500.00	17,000.00	-8.1%
5) Services and Other Operating Expenses		5000-5999	50,008,470.00	51,464,158.00	2.9%
6) Depreciation		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			50,437,694.00	51,906,450.00	2.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(260,694.00)	760,550.00	-391.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2008-09 Estimated Actuals	2009-10 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET ASSETS (C + D4)			(260,694.00)	760,550.00	-391.7%
F. NET ASSETS					
1) Beginning Net Assets					
a) As of July 1 - Unaudited		9791	5,389,134.00	5,128,440.00	-4.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,389,134.00	5,128,440.00	-4.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Assets (F1c + F1d)			5,389,134.00	5,128,440.00	-4.8%
2) Ending Net Assets, June 30 (E + F1e)			5,128,440.00	5,888,990.00	14.8%
Components of Ending Net Assets					
a) Reserve for					
Revolving Cash		9711	680,000.00	680,000.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	0.00	0.0%
b) Designated Amounts					
Designated for Economic Uncertainties		9770	0.00	0.00	0.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.0%
Other Designations		9780	4,448,440.00	5,208,990.00	17.1%
c) Undesignated Amount		9790	0.00		
d) Unappropriated Amount		9790		0.00	

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

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

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

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

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

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

District's ADA Standard Percentage Level:

1A. Calculating the District's ADA Variances

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

Fiscal Year	Revenue Limit (Funded) ADA		ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
	Original Budget (Use Form RL, Line 5b)	Estimated/Unaudited Actuals (Form RL, Line 5b)		
Third Prior Year (2006-07)	49,238.21	49,235.11	0.0%	Met
Second Prior Year (2007-08)	49,238.46	49,591.33	N/A	Met
First Prior Year (2008-09)	49,716.78	50,076.73	N/A	Met
Current Year (2009-10) (Criterion 4A1, Step 2a)	50,133.82			

1B. Comparison of District ADA to the Standard

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

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

Explanation:
(required if NOT met)

Historically, Capistrano Unified uses 2nd Month Enrollment to project P-2 revenue Limit ADA funding. Our projections exclude charter schools and include Fallbrook students funded separately on the RL and OCDE as a pass-thru. The C & S does not extract the data correctly for Fallbrook and charter schools resulting in a variance of +/- 1,000. Funding projections. The C & S extracts from the MYP which pulls from the form RL. This includes OCDE and excludes Fallbrook (funded separately) and Charter School.

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

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

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

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

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

District's Enrollment Standard Percentage Level:

2A. Calculating the District's Enrollment Variances

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

Fiscal Year	Enrollment		Enrollment Variance Level (If Budget is greater than Actual, else N/A)		Status
	Budget	CBEDS Actual			
Third Prior Year (2006-07)	50,791	51,512	N/A		Met
Second Prior Year (2007-08)	50,667	51,827	N/A		Met
First Prior Year (2008-09)	51,713	51,626	0.2%		Met
Budget Year (2009-10)	51,804				

2B. Comparison of District Enrollment to the Standard

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

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

Explanation:
(required if NOT met)

Historically, Capistrano Unified uses 2nd month enrollment to project P-2 Revenue Limit ADA funding. Our projections exclude charter schools and include Fallbrook students funded separately on the RL and OCDE as a pass-thru. The C & S does not extract the data correctly for Fallbrook and charter schools resulting in a variance of +/- 1,000. The C & S extracts PY from CBEDS including our charter schools and Fallbrook. Projected RL funding includes OCDE and excludes charter schools as shown in 1A/B/C.

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

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

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

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

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines 3, 6, and 25)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2006-07)	48,713	51,512	94.6%
Second Prior Year (2007-08)	49,136	51,827	94.8%
First Prior Year (2008-09)	49,679	51,626	96.2%
Historical Average Ratio:			95.2%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):			95.7%

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

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

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines 3, 6, and 25) (Form MYP, Line F2)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2009-10)	49,736	51,804	96.0%	Not Met
1st Subsequent Year (2010-11)	50,133	51,777	96.8%	Not Met
2nd Subsequent Year (2011-12)	50,133	51,790	96.8%	Not Met

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

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

STANDARD NOT MET - Projected P-2 ADA to enrollment ratio is above the standard for one or more of the budget or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

Explanation:
(required if NOT met)

Historically, Capistrano Unified uses 2nd month enrollment to project P-2 Revenue Limit ADA funding. Our projections exclude charter schools and include Fallbrook students funded separately on the RL and OCDE as a pass-thru. The C & S does not extract the data correctly for Fallbrook and charter schools resulting in a variance of +/- 1,000. The C & S extracts PY from CBEDS (includes charter schools) and CY from MYP (includes OCDE/excludes charters) as shown in 2A/B. Then compares prior period ADA PY using form A and MYP (CUSD elementary and secondary excluding OCDE and charters).

4. CRITERION: Revenue Limit

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

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

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

4A1. Calculating the District's Revenue Limit Standard

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

Projected Revenue Limit

	Prior Year (2008-09)	Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
Step 1 - Funded COLA				
a. Base Revenue Limit (BRL) per ADA (Form RL, Line 4) (Form MYP, Unrestricted, Line A1a)	6,112.18	6,373.18	6,431.18	6,586.18
b. Deficit Factor (Form RL, Line 16) (Form MYP, Unrestricted, Line A1f)	0.88572	0.82033	0.82033	0.82033
c. Funded BRL per ADA (Step 1a times Step 1b)	5,413.68	5,228.11	5,275.69	5,402.84
d. Prior Year Funded BRL per ADA		5,413.68	5,228.11	5,275.69
e. Difference (Step 1c minus Step 1d)		(185.57)	47.58	127.15
f. Percent Change Due to COLA (Step 1e divided by Step 1d)		-3.43%	0.91%	2.41%

Step 2 - Change in Population Revenue Limit (Funded) ADA (Form RL, Line 5b) (Form MYP, Unrestricted, Line A1b)

a. Prior Year Revenue Limit (Funded) ADA	50,076.73	50,133.82	50,133.82	50,133.82
b. Prior Year Revenue Limit (Funded) ADA		50,076.73	50,133.82	50,133.82
c. Difference (Step 2a minus Step 2b)		57.09	0.00	0.00
d. Percent Change Due to Population (Step 2c divided by Step 2b)		0.11%	0.00%	0.00%

Step 3 - Total Change in Funded COLA and Population (Step 1f plus Step 2d)

	-3.32%	0.91%	2.41%
Revenue Limit Standard (Step 3, plus/minus 1%):	-4.32% to -2.32%	-.09% to 1.91%	1.41% to 3.41%

4A2. Alternate Revenue Limit Standard - Basic Aid

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

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

	Prior Year (2008-09)	Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
Projected Local Property Taxes (Form RL, Lines 25 thru 27)	256,384,229.00	253,010,140.00	253,010,140.00	253,010,140.00
Percent Change from Previous Year		N/A	N/A	N/A
Basic Aid Standard (percent change from previous year, plus/minus 1%):		N/A	N/A	N/A

4A3. Alternate Revenue Limit Standard - Necessary Small School

DATA ENTRY: All data are extracted or calculated.

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

	Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
Necessary Small School Standard (Funded COLA change - Step 1f, plus/minus 1%):	N/A	N/A	N/A

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

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

	Prior Year (2008-09)	Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
Revenue Limit (Fund 01, Objects 8011, 8020-8089)	275,159,213.00	271,655,058.00	273,693,737.00	280,136,812.00
District's Projected Change in Revenue Limit:		-1.27%	0.75%	2.35%
Revenue Limit Standard:		-4.32% to -2.32%	-0.9% to 1.91%	1.41% to 3.41%
Status:		Not Met	Met	Met

4C. Comparison of District Revenue Limit to the Standard

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

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

Explanation:
(required if NOT met)

This is due to the second round of cuts for 08-09 that was included with the May Revise.

5. CRITERION: Salaries and Benefits

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

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

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2006-07)	240,096,520.08	263,151,541.87	91.2%
Second Prior Year (2007-08)	250,687,952.02	272,710,801.36	91.9%
First Prior Year (2008-09)	244,441,039.00	264,994,162.00	92.2%
	Historical Average Ratio:		91.8%

District's Reserve Standard Percentage (Criterion 10B, Line 4): District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
	2.0%	2.0%	2.0%
	88.8% to 94.8%	88.8% to 94.8%	88.8% to 94.8%

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

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

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)		
Budget Year (2009-10)	239,953,115.00	261,601,857.00	91.7%	Met
1st Subsequent Year (2010-11)	247,889,566.00	248,954,939.00	99.6%	Not Met
2nd Subsequent Year (2011-12)	254,464,466.00	253,379,985.00	100.4%	Not Met

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

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

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

Explanation:
(required if NOT met)

The multi-year projection includes as-yet unidentified on-going budget reductions of \$25,700,000 for 2010/11 and \$28,500,000 for 2011/12 that is currently listed on line 10, "Other Adjustments". Once the cuts have been identified they will be reflected in the correct object codes, primarily salaries and benefits.

6. CRITERION: Other Revenues and Expenditures

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

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

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

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
1. District's Change in Population and Funded COLA (Criterion 4A1, Step 3):	-3.32%	0.91%	2.41%
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	-13.32% to 6.68%	-9.09% to 10.91%	-7.59% to 12.41%
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-8.32% to 1.68%	-4.09% to 5.91%	-2.59% to 7.41%

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

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

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

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2008-09)	30,920,637.00		
Budget Year (2009-10)	28,508,455.00	-7.80%	No
1st Subsequent Year (2010-11)	17,493,522.00	-38.64%	Yes
2nd Subsequent Year (2011-12)	17,821,579.00	1.88%	No

Explanation:
(required if Yes)

In 09/10 ARRA stimulus money will be received increasing the budgeted amount for federal revenue. In 2010/11 the federal revenue will revert back to historical levels.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)			
First Prior Year (2008-09)	74,453,789.00		
Budget Year (2009-10)	65,637,435.00	-11.84%	Yes
1st Subsequent Year (2010-11)	66,169,112.00	0.81%	No
2nd Subsequent Year (2011-12)	67,602,363.00	2.17%	No

Explanation:
(required if Yes)

In 08/09 ARRA SFSF money of \$13 million was received. In following years state revenue will revert back to historical levels with a small decline in certain categorical grants.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)			
First Prior Year (2008-09)	9,917,691.00		
Budget Year (2009-10)	5,330,805.00	-46.25%	Yes
1st Subsequent Year (2010-11)	6,088,605.00	14.22%	Yes
2nd Subsequent Year (2011-12)	7,223,961.00	18.65%	Yes

Explanation:
(required if Yes)

Gift money is not budgeted until received. In 08/09 \$1,000,000 was received from the CUSD foundation as a one-time contribution towards CSR. In 10-11 and 11-12 it is projected that interest rates will increase.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)			
First Prior Year (2008-09)	13,885,150.72		
Budget Year (2009-10)	13,857,173.00	-0.20%	No
1st Subsequent Year (2010-11)	14,298,643.00	3.19%	No
2nd Subsequent Year (2011-12)	14,485,028.00	1.30%	No

Explanation:
(required if Yes)

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

Prior Year (2008-09)	28,039,785.00		
Budget Year (2009-10)	26,484,962.00	-5.55%	No
1st Subsequent Year (2010-11)	27,424,148.00	3.55%	No
2nd Subsequent Year (2011-12)	28,969,641.00	5.64%	No

Explanation:
(required if Yes)

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

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
Total Federal, Other State, and Other Local Revenue (Criterion 6B)			
First Prior Year (2008-09)	115,292,117.00		
Budget Year (2009-10)	99,476,695.00	-13.72%	Not Met
1st Subsequent Year (2010-11)	89,751,239.00	-9.78%	Not Met
2nd Subsequent Year (2011-12)	92,647,903.00	3.23%	Met

Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)			
First Prior Year (2008-09)	41,924,935.72		
Budget Year (2009-10)	40,342,135.00	-3.78%	Met
1st Subsequent Year (2010-11)	41,722,791.00	3.42%	Met
2nd Subsequent Year (2011-12)	43,454,669.00	4.15%	Met

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

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

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

Explanation: Federal Revenue (linked from 6B if NOT met)	In 09/10 ARRA stimulus money will be received increasing the budgeted amount for federal revenue. In 2010/11 the federal revenue will revert back to historical levels.
Explanation: Other State Revenue (linked from 6B if NOT met)	In 08/09 ARRA SFSF money of \$13 million was received. In following years state revenue will revert back to historical levels with a small decline in certain categorical grants.
Explanation: Other Local Revenue (linked from 6B if NOT met)	Gift money is not budgeted until received. In 08/09 \$1,000,000 was received from the CUSD foundation as a one-time contribution towards CSR. In 10-11 and 11-12 it is projected that interest rates will increase.

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

Explanation: Books and Supplies (linked from 6B if NOT met)	
Explanation: Services and Other Exps (linked from 6B if NOT met)	

7. CRITERION: Facilities Maintenance

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

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

NOTE: SBX3 4 (Chapter 12, Statutes of 2009) eliminates the local match requirement for Deferred Maintenance for a five-year period from 2008-09 through 2012-13. Therefore, this section has been inactivated for that period.

7B. Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 as modified by Section 17070.766, effective 2008-09 through 2012-13 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.766 reduces the contributions required in EC Section 17070.75 from 3 percent to 1 percent for a five-year period from 2008-09 through 2012-13. Therefore, the calculation in this section has been revised accordingly for that period.

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

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenue that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation?
- b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(C) (Fund 01, objects 7211-7213 and 7221-7223 with resources 3300-3499 and 6500-6540)

2. Ongoing and Major Maintenance/Restricted Maintenance Account

- a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999)
- b. Less: Pass-through Revenues and Apportionments (Line 1b, if line 1a is Yes)
- c. Net Budgeted Expenditures and Other Financing Uses

372,369,484.00			
	1% Required Minimum Contribution (Line 2c times 1%)	Budgeted Contribution ¹ to the Ongoing and Major Maintenance Account	Status
372,369,484.00	3,723,694.84	10,545,237.00	Met

¹ Fund 01, Resource 8150, objects 8900-8999

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

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

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

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in two out of three prior fiscal years.

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

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2006-07)	Second Prior Year (2007-08)	First Prior Year (2008-09)
1. District's Available Reserves Amount (resources 0000-1999)			
a. Designated for Economic Uncertainties (Funds 01 and 17, Object 9770)	8,846,354.63	8,347,088.69	8,414,520.00
b. Undesignated Amounts (Funds 01 and 17, Object 9790)	0.00	0.00	0.00
c. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (effective beginning 2008-09)			
d. Available Reserves (Lines 1a through 1c)	8,846,354.63	8,347,088.69	8,414,520.00
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	384,651,028.89	400,473,596.63	397,121,858.00
b. Less: Special Education Pass-through Funds (Fund 01, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	691,824.00	755,568.00	758,885.00
c. Net Expenditures and Other Financing Uses (Line 2a minus Line 2b)	383,959,204.89	399,718,028.63	396,362,973.00
3. District's Available Reserves Percentage (Line 1d divided by Line 2c)	2.3%	2.1%	2.1%
District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	0.8%	0.7%	0.7%

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

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

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2006-07)	1,191,712.32	263,151,541.87	N/A	Met
Second Prior Year (2007-08)	(24,569.80)	272,710,801.36	0.0%	Met
First Prior Year (2008-09)	630,213.00	264,994,162.00	N/A	Met
Budget Year (2009-10) (Information only)	(2,668,666.00)	261,601,857.00		

8C. Comparison of District Deficit Spending to the Standard

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

- 1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

Explanation:
(required if NOT met)

9. CRITERION: Fund Balance

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

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

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

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

District's Fund Balance Standard Percentage Level:

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

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

Fiscal Year	Unrestricted General Fund Beginning Balance ² (Form 01, Line F1e, Unrestricted Column)		Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
	Original Budget	Estimated/Unaudited Actuals		
Third Prior Year (2006-07)	9,721,546.00	9,812,941.83	N/A	Met
Second Prior Year (2007-08)	11,004,654.00	11,004,654.15	N/A	Met
First Prior Year (2008-09)	10,172,129.00	10,980,084.00	N/A	Met
Budget Year (2009-10) (Information only)	11,610,297.00			

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

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

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

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

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

Percentage Level	District ADA	
5% or \$58,000 (greater of)	0	to 300
4% or \$58,000 (greater of)	301	to 1,000
3%	1,001	to 30,000
2%	30,001	to 400,000
1%	400,001	and over

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

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

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

	Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
District Estimated P-2 ADA (Criterion 3, Item 3B):	49,736	50,133	50,133
District's Reserve Standard Percentage Level:	2%	2%	2%

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

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

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

Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?

No

If you are the SELPA AU and are excluding special education pass-through funds:

a. Enter the name(s) of the SELPA(s):

b. Special Education Pass-through Funds
(Fund 01, resources 3300-3499 and 6500-6540,
objects 7211-7213 and 7221-7223)

Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
1,019,290.00		

10B. Calculating the District's Reserve Standard

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

	Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
1. Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	372,369,484.00	354,953,762.00	363,901,892.00
2. Less: Special Education Pass-through (Line A2b, if Line A1 is Yes)			
3. Net Expenditures and Other Financing Uses (Line B1 minus Line B2)	372,369,484.00	354,953,762.00	363,901,892.00
4. Reserve Standard Percentage Level	2%	2%	2%
5. Reserve Standard - by Percent (Line B3 times Line B4)	7,447,389.68	7,099,075.24	7,278,037.84
6. Reserve Standard - by Amount (\$58,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	7,447,389.68	7,099,075.24	7,278,037.84

10C. Calculating the District's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 5 will be extracted; if not, enter data for the two subsequent years.
All other data are extracted or calculated.

Designated Reserve Amounts

(Unrestricted resources 0000-1999 except Line 3):

1. General Fund - Designated for Economic Uncertainties
(Fund 01, Object 9770) (Form MYP, Line E1a)
2. General Fund - Unappropriated Amount
(Fund 01, Object 9790) (Form MYP, Line E1b)
3. General Fund - Negative Ending Balances in Restricted Resources
(Fund 01, Object 979Z, if negative, for each of resources 2000-9999)
(Form MYP, Line E1c)
4. Special Reserve Fund - Designated for Economic Uncertainties
(Fund 17, Object 9770) (Form MYP, Line E2a)
5. Special Reserve Fund - Unappropriated Amount
(Fund 17, Object 9790) (Form MYP, Line E2b)
6. District's Budgeted Reserves Amount
(Lines C1 thru C5)
7. District's Budgeted Reserves Percentage (Information only)
(Line 6 divided by Section 10B, Line 3)

District's Reserve Standard (Section 10B, Line 7):

Status:

Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
7,616,631.00	7,607,618.00	7,679,755.00
0.00	0.00	0.00
.00	0.00	0.00
0.00	0.00	0.00
0.00	0.00	0.00
7,616,631.00	7,607,618.00	7,679,755.00
2.05%	2.14%	2.11%
7,447,389.68	7,099,075.24	7,278,037.84
Met	Met	Met

10D. Comparison of District Reserves to the Standard

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

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

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

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

S1. Contingent Liabilities

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

No

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

S2. Use of One-time Revenues for Ongoing Expenditures

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

No

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

S3. Use of Ongoing Revenues for One-time Expenditures

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

No

- 1b. If Yes, identify the expenditures:

S4. Contingent Revenues

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

No

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

S5. Contributions

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

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

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

District's Contributions and Transfers Standard:

-10.0% to +10.0%
or -\$20,000 to +\$20,000

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

DATA ENTRY: Enter data in the Projection column for contributions, transfers in, and transfers out for all fiscal years, except the First Prior Year and Budget Year for Contributions, which will be extracted, and click the appropriate button for item 1d; all other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)				
First Prior Year (2008-09)	(45,665,490.00)			
Budget Year (2009-10)	(42,041,418.00)	(3,624,072.00)	-7.9%	Met
1st Subsequent Year (2010-11)	(48,933,536.00)	6,892,118.00	16.4%	Not Met
2nd Subsequent Year (2011-12)	(52,200,268.00)	3,266,732.00	6.7%	Met
1b. Transfers In, General Fund *				
First Prior Year (2008-09)	900,000.00			
Budget Year (2009-10)	650,000.00	(250,000.00)	-27.8%	Not Met
1st Subsequent Year (2010-11)	650,000.00	0.00	0.0%	Met
2nd Subsequent Year (2011-12)	650,000.00	0.00	0.0%	Met
1c. Transfers Out, General Fund *				
First Prior Year (2008-09)	2,050,000.00			
Budget Year (2009-10)	0.00	(2,050,000.00)	-100.0%	Not Met
1st Subsequent Year (2010-11)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2011-12)	0.00	0.00	0.0%	Met

1d. Impact of Capital Projects

Do you have any capital projects that may impact the general fund operational budget?

No

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

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

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

- 1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify restricted programs and amount of contribution for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation:
(required if NOT met)

Capistrano received IDEA ARRA funds, therefore required less of a contribution to special ed. Also, the contribution to RRGW is smaller because Capistrano is not making the deferred maintenance match per the adopted state budget as it is not required.

- 1b. NOT MET - The projected transfers in to the general fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timelines, for reducing or eliminating the transfers.

Explanation:
(required if NOT met)

Lease revenue was transferred to the GF that included carryover from a prior year. In 09-10 and subsequent years only the current years' revenue will be transferred.

1c. NOT MET - The projected transfers out of the general fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

Explanation:

(required if NOT met)

Per the flexibility included in the state budget Capistrano will not make its' deferred maintenance contribution.

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

Project Information:

(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payments for the budget year and two subsequent fiscal years.

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

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

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

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

- Does your district have long-term (multiyear) commitments?
(If No, skip item 2 and Sections S6B and S6C)
- If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	SACS Fund and Object Codes Used For: Debt Service (Expenditures)	Principal Balance as of July 1, 2009
Capital Leases		Funds 01, 12 & 25	306,988	825,945
Certificates of Participation		Redevelopment Funds, CFD's	2,015,478	26,070,000
General Obligation Bonds		Tax Collection	4,612,564	53,689,930
Supp Early Retirement Program			396,734	606,332
State School Building Loans				
Compensated Absences				

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

CA energy commission		General Fund	110,527	213,002

of Commitment (continued)	Prior Year (2008-09) Annual Payment (P & I)	Budget Year (2009-10) Annual Payment (P & I)	1st Subsequent Year (2010-11) Annual Payment (P & I)	2nd Subsequent Year (2011-12) Annual Payment (P & I)
Capital Leases	795,791	306,988	189,196	185,875
Certificates of Participation	2,014,534	2,015,478	2,136,615	2,220,589
General Obligation Bonds	4,513,239	4,612,564	4,712,974	4,806,523
Supp Early Retirement Program	2,230,039	396,734	220,871	0
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

CA energy commission				
Total Annual Payments:	9,553,603	7,331,764	7,259,656	7,212,987

Has total annual payment increased over prior year (2008-09)?

No

No

No

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

DATA ENTRY: Enter an explanation if Yes.

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

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

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

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

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

No

2.

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

Explanation:
(required if Yes)

S7. Unfunded Liabilities

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

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

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

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

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

Yes

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

No

- b. Do benefits continue past age 65?

No

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

50% vested at 10 years of service plus 5% per year of service to 100% at 20 years. The minimum age is 53 and benefits cease at age 65. Capistrano Unified has established Governmental Fund 20 (3b. below) for accumulating OPEB liabilities.

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

Pay-as-you-go

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

Self-Insurance Fund

Governmental Fund

0

333,367

4. OPEB Liabilities

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

48,670,245.00

Actuarial

Jul 01, 2008

5. OPEB Contributions

- a. OPEB annual required contribution (ARC) per actuarial valuation or Alternative Measurement Method (may leave blank if valuation is not yet required)
b. OPEB amount contributed (includes premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)
d. Number of retirees receiving OPEB benefits

Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
6,329,222.00	6,329,222.00	6,329,222.00
1,562,048.00	1,590,000.00	1,610,000.00
1,500,000.00	1,550,000.00	1,600,000.00
360	370	380

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

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

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

Yes

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

CUSD is self insured for Property and Liability up to \$100,000 per claim and also provides Workers Compensation for current employees. Basis for valuation is district estimate based on outstanding prior year claims for Property and Liability and actuarial for Workers Compensation.

3. Self-Insurance Liabilities
a. Accrued liability for self-insurance programs
b. Unfunded liability for self-insurance programs

8,364,342.00
2,323,758.00

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

Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
4,300,000.00	4,450,000.00	4,620,000.00
4,300,000.00	4,450,000.00	4,620,000.00

S8. Status of Labor Agreements

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

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

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

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

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

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

	Prior Year (2nd Interim) (2008-09)	Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
Number of certificated (non-management) full-time-equivalent (FTE) positions	2,440.5	2,218.2	2,222.2	2,222.2

Certificated (Non-management) Salary and Benefit Negotiations

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

No

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

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

If No, complete questions 6 and 7.

Negotiations Settled

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

- 2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Budget Year
(2009-10)

1st Subsequent Year
(2010-11)

2nd Subsequent Year
(2011-12)

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

One Year Agreement

Total cost of salary settlement

% change in salary schedule from prior year

or

Multiyear Agreement

Total cost of salary settlement

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

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

Negotiations Not Settled

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

1,917,496

7. Amount included for any tentative salary increases

Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
0	0	0

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

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

Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
Yes	Yes	Yes
26,550,000	29,200,000	32,125,000
91%	91%	91%
10.0%	10.0%	10.0%

Certificated (Non-management) Prior Year Settlements

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

No		
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Certificated (Non-management) Step and Column Adjustments

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

Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
Yes	Yes	Yes
2,876,244	2,920,000	2,965,000
1.5%	1.5%	1.5%

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

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

Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
Yes	Yes	Yes
Yes	Yes	Yes

Certificated (Non-management) - Other

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

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

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

	Prior Year (2nd Interim) (2008-09)	Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
Number of classified (non-management) FTE positions	1,476.4	1,452.2	1,455.2	1,455.2

Classified (Non-management) Salary and Benefit Negotiations

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

No

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

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

If No, complete questions 6 and 7.

Negotiations Settled

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

2b. Per Government Code Section 3547.5(b), was the agreement certified
by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted
to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

Salary settlement:

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

Budget Year
(2009-10)

1st Subsequent Year
(2010-11)

2nd Subsequent Year
(2011-12)

One Year Agreement

Total cost of salary settlement

% change in salary schedule from prior year

or

Multiyear Agreement

Total cost of salary settlement

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

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

Negotiations Not Settled

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

653,346

7. Amount included for any tentative salary increases

Budget Year
(2009-10)

1st Subsequent Year
(2010-11)

2nd Subsequent Year
(2011-12)

0

0

0

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

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

Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
Yes	Yes	Yes
12,200,000	13,420,000	14,780,000
91%	91%	91%
8.5%	8.5%	8.5%

Classified (Non-management) Prior Year Settlements

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

No		
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Classified (Non-management) Step and Column Adjustments

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

Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
Yes	Yes	Yes
1,306,692	1,330,000	1,356,000
2.0%	2.0%	2.0%

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

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

Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
Yes	Yes	Yes
Yes	Yes	Yes

Classified (Non-management) - Other

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

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

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

	Prior Year (2nd Interim) (2008-09)	Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
Number of management, supervisor, and confidential FTE positions	190.3	186.9	188.9	188.9

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

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

No

If Yes, complete question 2.

If No, complete questions 3 and 4.

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

Negotiations Settled

2. Salary settlement:

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

Total cost of salary settlement

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

Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
Yes	No	No
(500,000)	500,000	0
-2.5%	0.0%	0.0%

Negotiations Not Settled

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

204,531

4. Amount included for any tentative salary increases

Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
0	0	0

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

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

Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
Yes	Yes	Yes
2,516,000	2,770,000	3,044,000
91%	91%	91%
8.5%	8.5%	8.5%

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

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

Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
Yes	Yes	Yes
306,797	311,000	316,000
1.5%	1.5%	1.5%

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

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

Budget Year (2009-10)	1st Subsequent Year (2010-11)	2nd Subsequent Year (2011-12)
Yes	Yes	Yes
179,434	183,000	186,700
2.0%	2.0%	2.0%

ADDITIONAL FISCAL INDICATORS

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

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

- A1. Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?

No

- A2. Is the system of personnel position control independent from the payroll system?

Yes

- A3. Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column of Criterion 2A are used to determine Yes or No)

No

- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?

No

- A5. Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

No

- A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?

No

- A7. Is the district's financial system independent of the county office system?

No

- A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)

No

- A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

Yes

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

Comments:
(optional)

A9. The superintendent was released from his position on 3/09/09. Before this he was on paid administrative leave for 2 months. Capistrano hired an Interim Superintendent on 6/08/09. fiscally independent; warrants & payroll are issued by the Orange County Department of Education. A7. Capistrano is not

End of School District Budget Criteria and Standards Review

ANNUAL BUDGET REPORT:

July 1, 2009 Single Budget Adoption

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

Budget available for inspection at:

Public Hearing:

Place: Capistrano Unified School District

Date: June 18, 2009

Place: Capistrano Unified School District

Date: June 22, 2009

Time: 7:00 p.m.

Adoption Date: June 22, 2009

Signed: _____

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

Contact person for additional information on the budget reports:

Name: Ron Lebs

Telephone: (949) 234 9211

Title: Deputy Superintendent, Business

E-mail: rlebs@capousd.org

Criteria and Standards Review Summary

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

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

CRITERIA AND STANDARDS (continued)			Met	Not Met
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.	X	
7a	Deferred Maintenance	SBX3 4 (Chapter 12, Statutes of 2009) eliminates the local match requirement for Deferred Maintenance for a five-year period from 2008-09 through 2012-13. Therefore, this item has been inactivated for that period.		
7b	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., designated for economic uncertainties, unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

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

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements? • If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2008-09) annual payment?		X
			X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)? • If yes, are they lifetime benefits? • If yes, do benefits continue beyond age 65? • If yes, are benefits funded by pay-as-you-go?		X
			X	
			X	
				X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?		X
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for: • Certificated? (Section S8A, Line 1) • Classified? (Section S8B, Line 1) • Management/supervisor/confidential? (Section S8C, Line 1)		X
				X
				X

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

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

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

To the County Superintendent of Schools:

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

Total liabilities actuarially determined:	\$ 7,377,118.00
Less: Amount of total liabilities reserved in budget:	\$ 5,053,360.00
Estimated accrued but unfunded liabilities:	\$ 2,323,758.00

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

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

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

Date of Meeting: Jun 22, 2009

For additional information on this certification, please contact:

Name: Ron Lebs

Title: Deputy Superintendent, Business

Telephone: (949) 234 9211

E-mail: rlebs@capousd.org

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

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

SUBJECT: **PUBLIC HEARING: ADOPTION OF 2009-10 CATEGORICAL
FLEXIBILITY TRANSFERS PER SBX3 4**

BACKGROUND INFORMATION

The Education Finance Trailer Bill (SBX3 4) gives local education agencies the ability to use restricted funds received from the State, which are designated for programs in the newly established Categorical Program Tier III, for any educational purpose. The flexibility to transfer funds from these restricted programs to the unrestricted General Fund is authorized for five years from the current year, or through fiscal year 2012-13.

In order to transfer these funds from Tier III categorical sources to the General Fund, the Board of Trustees is required to take testimony from the public, discuss, and approve or reject the proposed use of funding. This testimony, discussion, and approval or rejection of proposed use of funding must occur at a regularly scheduled, open, public hearing.

CURRENT CONSIDERATION

This agenda item pertains to the proposal of utilizing the categorical flexibility authorized by the State as part of SBX3 4. The detail of the categorical program funds to be transferred to the General Fund is attached as Exhibit A.

FINANCIAL IMPLICATIONS

Utilization of the categorical flexibility as authorized by the State as part of SBX3 4 would result in transferring \$13,498,254 from restricted funds to the unrestricted General Fund.

STAFF RECOMMENDATION

Following the public hearing on this item, it is respectfully requested that Board President Ellen Addonizio recognize Ron Lebs, Deputy Superintendent, Business & Support Services, who will be available for questions on this item. After appropriate discussion, it is further requested that the Board of Trustees approve the adoption of categorical flexibility transfers per SBX3 4, as detailed in Exhibit A.

DISCUSSION/
ACTION

Flexibility Used in 2009-10

Grant Transferred From	Resource Code	Primarily Used for:	Amount	Transferred To	Resource Code
Hourly Programs	0006	After Schl Intervention/Summer Schl	1,216,555	Unrestricted General Fund	0000
Cal-SAFE Student Support	6091	Salaries	80,160	Unrestricted General Fund	0000
Cal-SAFE Child Care/Dev	6092	Salaries	120,240	Unrestricted General Fund	0000
PE Teacher Incentive	6258	Teacher Salaries	117,309	Unrestricted General Fund	0000
Alternative Certification Intern	6260	Reciprocal Intern Agreements	56,112	Unrestricted General Fund	0000
CB English Tutoring	6285	Salaries	146,752	Unrestricted General Fund	0000
Ongoing Arts, Music Block Grant	6760	Arts, Music Staffing & Supplies	618,600	Unrestricted General Fund	0000
School Counselor grades 7-12	7080	Counselors (salaries)	1,353,893	Unrestricted General Fund	0000
Gate AAA	7140	Staffing & Supplies at sites	294,742	Unrestricted General Fund	0000
Instructional Materials Fund Realignment Prgm	7156	Textbooks	1,602,000	Unrestricted General Fund	0000
PAR	7271	Teacher Additional Assignments	133,883	Unrestricted General Fund	0000
AB 466 Math and Reading Staff Development	7294	Staff Development	25,050	Unrestricted General Fund	0000
Pupil Retention Block Grant	7390	Salaries	89,493	Unrestricted General Fund	0000
Teacher Credentialing Block Grant	7392	Teacher Additional Assignments	542,111	Unrestricted General Fund	0000
Staff Development Block Grant	7393	Staff Development	1,250,950	Unrestricted General Fund	0000
TIIG	7394	Undesignated (was Transportation)	2,066,988	Unrestricted General Fund	0000
Schl, Library Improvement Block Grant (SIP)	7395	Site Supplies and Staffing	1,675,119	Unrestricted General Fund	0000
Adult Education	6390	Adult Ed. Teacher Salaries	908,297	Unrestricted General Fund	0000
Deferred Maintenance	6205	Deferred Maintenance Supplies	1,200,000	Unrestricted General Fund	0000
Total Flexibility used in 2009-10			13,498,254		


*\$62,440 Was already authorized as a categorical flexibility tranfer under Budget Act Section 12.40 which was repealed in the new budget (see 2nd Interim Assumptions)

\$948,328 Was historically authorized as a block grant transfer (15%) under the previous budget act.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

FROM:  Naomi Suenaka, Interim Deputy Superintendent, Personnel Services

SUBJECT: **AUTHORIZATION OF SELECTION
FOR SUPERINTENDENT EXECUTIVE SEARCH FIRM**

BACKGROUND INFORMATION

On May 26, 2009 the Board conducted interviews with two executive search firms: Hazard, Young, and Attea and Ray and Associates. Each firm reviewed their proposals and responded to questions from Trustees. Due to the confidential nature of this item, the supporting information for this item is provided to Trustees under separate cover.

CURRENT CONSIDERATIONS

This agenda item seeks Board approval to hire an executive firm to conduct a comprehensive search for qualified candidates who might serve as the district's next superintendent.

FINANCIAL IMPLICATIONS

All services provided by the executive search firm will be funded from the General Fund. The costs for such a search are estimated to be \$35,000-\$60,000. Exact fees will be based on the depth and scope of services required by the Board.

STAFF RECOMMENDATION


It is respectfully requested that the Board of Trustees select an executive firm to provide services related to the recruitment and selection of a new superintendent.

DISCUSSION/
ACTION

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

FROM:  Naomi Suenaka, Interim Deputy Superintendent, Personnel Services

SUBJECT: **REINSTATEMENT OF PROGRAMS/SERVICES:
CLASSIFIED PERSONNEL**

BACKGROUND INFORMATION

On May 11, 2009, the Board of Trustees adopted Resolution Number 0809-53, to authorize the layoff of various classified positions. This resolution included classified positions for the School Readiness program in anticipation of Prop 1D passing, which would have eliminated the various funding sources for the program. With the adoption of this resolution, 14 classified employees working in the School Readiness program were impacted.

CURRENT CONSIDERATIONS

As a result of the May 19th elections, the School Readiness funding sources will remain intact. These include the Children and Families Commission of Orange County, Even Start and Cal-SAFE carryover funding. In order to ensure compliance with grant program mandates, some classified positions need to be restored, Exhibit A.

In order to fulfill grant requirements it is requested that the following positions in the School Readiness program be restored to ensure that programs and services can continue to operate and provide services to families and students of CUSD without interruption.

FINANCIAL IMPLICATIONS

The estimated cost to reinstate 9.539 FTE is \$589,203. All positions will be paid through grant funds.

STAFF RECOMMENDATION

It is respectfully requested that Board President Ellen Addonizio recognize Interim Deputy Superintendent Naomi Suenaka and Director II, School Readiness Stacy Yogi, who will introduce this item and be available for Trustee questions. Following the discussion, it is recommended the Board of Trustees reinstate these classified positions and authorize the rescission of layoff notices, Exhibit A.

DISCUSSION/
ACTION

DISCUSSION/
ACTION

**Positions Recommended for Reinstatement
June 22, 2009**

Positions/CSEA	Number of Full Time Equivalents
Bilingual Community Services Liaison	2.912 FTE
Nursing Specialist	1.390 FTE
Preschool Resource Teacher	3.237 FTE
Staff Secretary	1.0 FTE
Total Classified	8.539 FTE

Position /Classified Management	Number of Full Time Equivalents
Supervisor III, School Readiness	1 FTE
Total Classified Management	1 FTE
Grand Total	9.539 FTE

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

FROM: Naomi Suenaka, Interim Deputy Superintendent, Personnel Services

SUBJECT: **REINSTATEMENT OF PROGRAMS/SERVICES:
CERTIFICATED - NON MANAGEMENT PERSONNEL**

BACKGROUND INFORMATION

On March 9, 2009, the Board of Trustees adopted Resolution Number 0809-49, to authorize the layoff of certificated non management personnel. This resolution was prepared in order to create maximum flexibility in the budget development process for Fiscal Year 2009/10. With the adoption of this resolution, 344.6 certificated non-management personnel received layoff notices.

CURRENT CONSIDERATIONS

In order to ensure compliance with state and federal program mandates and the collective bargaining agreement additional programs/services need to be restored, Exhibit A. In addition, on April 13, 2009 the Board directed staff to work with School Services of California (SSC) to assist the district in reviewing job responsibilities as they directly relate to categorically funded positions. The report further identified job functions that could be streamlined and/or eliminated. The report outlined specific categorical funding sources to reinstate positions to ensure state and federal categorical program mandates are met.

FINANCIAL IMPLICATIONS

State and federal categorical funds enable the district to reinstate 14.5 FTE at the estimated cost of \$1,355,850. The estimated cost to reinstate the remaining 41 FTE is \$4,250,000. All reinstated certificated teaching positions were budgeted in the preliminary 2009/10 budget.

STAFF RECOMMENDATION

It is respectfully requested that Board President Ellen Addonizio recognize Deputy Superintendents Naomi Suenaka and Ron Lebs, who will introduce this item and be available for Trustee questions. Following the discussion, it is recommended the Board of Trustees reinstate these programs/services and authorize the rescission of layoff notices, Exhibit A.

Reinstatement of Programs and Services

Program/Service	Description	Funding Source	FTE
TOSA – English Language Development	Works to ensure that CUSD is in compliance with state and federal mandates related to English language learners.	EIA	3
TOSA – Site Intervention Teacher	Provides instruction for student interventions mandated by NCLB program improvement plans.	EIA Title I	5
TOSA – Special Education Professional Development for Teachers	Provides for support to special education teachers with literacy instruction, data collection and related instructional activities.	Reading First Federal Grant	3
TOSA – K-12 Math	Provides ongoing support to teachers and parents in the area of mathematics including CAHSEE interventions, placement of students in middle and high school courses, text book adoptions and curriculum alignments	Professional Development Block Grant	1
TOSA – Full Inclusion Specialist	Provides support to regular education and special education staff to work autistic students	Special Education	1
TOSA – School Readiness	Provides oversight to early childhood (0-5) programs	Even Start	.5
TOSA – Educational Technology	Provides training to teachers in multiple grades to expand the use of technology in the area of writing.	Title II	1
Grades 4 – 12 Teachers	Negotiable item	General Fund	31
Counselors	Provide middle and high school students with academic support and interventions designed to help students pass the CAHSEE requirements. They are also involved with drug and alcohol preventions, social and emotional issues, and academic counseling.	General Fund	10
		Total Reinstated	55.5


DISCUSSION/
ACTION

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

REVISED
6-19-09

June 22, 2009

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

FROM:  Naomi Suenaka, Interim Deputy Superintendent, Personnel Services

SUBJECT: **REINSTATEMENT OF PROGRAMS/SERVICES:
MANAGEMENT PERSONNEL**

BACKGROUND INFORMATION

On March 9, 2009, the Board of Trustees adopted Resolution Number 0809-52, to authorize the layoff of certificated management. This resolution was prepared in order to create maximum flexibility in the budget development process for Fiscal Year 2009/10. With the adoption of this resolution, 62.7 certificated managers received layoff notices. On May 26, 2009 the Board of Trustees reinstated 15 of these positions.

CURRENT CONSIDERATIONS

In order to ensure compliance with state and federal program mandates, additional programs/services need to be restored, Exhibit A. In addition, on April 13, 2009 the Board directed staff to work with School Services of California (SSC) to assist the district in reviewing all categorically funded positions and identify job functions that could be streamlined and/or eliminated. The district is in the process of finalizing a reorganization plan with School Services.

FINANCIAL IMPLICATIONS

The estimated cost to reinstate 26.25 FTE is \$3.5 million. These certificated management positions were budgeted in the preliminary 2009/10 budget.

STAFF RECOMMENDATION

It is respectfully requested that Board President Ellen Addonizio recognize Deputy Superintendents Naomi Suenaka and Ron Lebs, who will introduce this item and be available for Trustee questions. Following the discussion, it is recommended the Board of Trustees reinstate these programs/services and authorize the rescission of layoff notices, Exhibit A.

DISCUSSION/
ACTION

**Positions Recommended for Reinstatement
June 22, 2009**

Particular Kind of Service or Program <i>Certificated Management Services</i>	Number of Full Time Equivalents
<p>Executive Director I, Assessment and Research</p> <p>Main Function:</p> <ul style="list-style-type: none"> • Oversee state mandated testing • Design reports for test results • Conduct training to teachers related to testing • Conduct training to grade level teams and parent groups • Directs all components of summer schools 	1
<p>Executive Director I, Special Education</p> <p>Main Function:</p> <ul style="list-style-type: none"> • Oversees Open Enrollment, Inter-district transfers, program transitions, admissions and dismissals for Special Education • Provides on going professional development to all teachers and administrators to assure the legal requirements for over 5,000 students with IEPs in Special Education are met • Assignment of 175 teachers in 1-adult, 56 speech pathologists, and 12 language pathologist assistants • Enables students to have access to education within their feeder pattern • Provides expertise on the details of federal mandates and other legal requirements 	1
<p>Director VI, Instructional Support</p> <p>Main Function:</p> <ul style="list-style-type: none"> • Provides mandated training for SB472 (math and reading), AB430 (administrator), and LEAD Academy • Provides training on new textbooks, specific interventions, best practices, and standards based instruction • Directly supervises and coordinates assignment of music teachers to ensure quality programs • Writes grants available through federal and state governments and private foundations • Awarded 2008-2009 \$1.5 million in grants for literacy and science 	1
<p>Director IV, Pupil Services</p> <p>Main Function:</p> <ul style="list-style-type: none"> • Responsible for the issuance of inter district permits and has reduced the number of permits. [ie 2007-2008 loss of funding due to outgoing students = (\$1,052,506); 2008-2009 gain in fund due to incoming students = \$326,144] • Provides alternative placements for at risk students and students with health or safety issues • Serves as Retention Coordinator, Section 504 Coordinator, Foster Youth Coordinator, Peer Assistance Leadership Coordinator 	1

<p>Director IV, Pre-School Special Education Programs</p> <p>Main Function:</p> <ul style="list-style-type: none"> • Coordinates federally mandated assessment for special education eligibility for over 600 Regional Centers or parent referrals yearly • Determines the preschool program, locations and supports for over 300 students; oversees teacher training for early intervention curriculum for teachers of over 670 preschool students • Coordinate the infant Early Start/Part C program for 30 infants • Received grant funding to increase grants over the past three years of between \$50,000 and \$100,000; Supervises and supports the autism program for 780 students ages 3 to 22 and has reduced contracted services by \$500,000 over the last 3 years 	1
<p>Coordinator, Community Education</p> <p>Main Function:</p> <ul style="list-style-type: none"> • Fully self funded • Provides after school, evening and summer fee based classes at district schools for children and adults • Plans individually tailored classes at specific school sites • Staffs classes for over 10,000 participants each year including preparation classes for CLAD, SAT and AP exams 	.75
<p>Coordinator, Special Education</p> <p>Main Function:</p> <ul style="list-style-type: none"> • Monitors and reviews all IEPs for compliance • Captures IEPs and develop reports for state compliance • Provides group and one-to-one training in the use of Genesee to teachers and the input of information such as goals and benchmarks • Uses data to determine common errors, needs or problems and once identified resolves them • Addresses the Individualized Transition Plan for secondary students moving into adulthood by training teachers in how to provide an appropriate ITP • In the process of revamping the procedure manual for the Special Education Process 	1
<p>Program Specialist</p> <p>Main Function:</p> <ul style="list-style-type: none"> • Works directly with students, staff and parents to ensure appropriate and legally compliant education for approximately 5,000 students • Observes, consults and collaborates with staff at school sites • Assists teachers in design of student support systems • Provides compliance information, consultation and guidance at IEP meetings • Coordinate classroom services from Behavior Support and Autism Support Teams • Provides extensive staff development to teachers • Reduced number of Due Process filings and ADR meetings 	4

<p>Middle School Assistant Principals</p> <p>Main Function:</p> <ul style="list-style-type: none"> • Assist in the planning, development, organization, coordination and supervision of student attendance, behavior management and extra curricular activity programs • Assist in the planning, development, and implementation of instructional goals and objectives; Assist in the evaluation of the effectiveness of the educational programs provided to students • Assist in the evaluation of teacher and classified performance • Assist in the planning, organization and conduct a comprehensive student body activity program including co-curricular activities, budget planning and expenditure and student government • Perform a variety of guidance related activities, including education and social counseling 	15.5
TOTAL FULL TIME EQUIVALENT	26.25

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

FROM: Naomi Suenaka, Interim Deputy Superintendent, Personnel Services

SUBJECT: **RESOLUTION RESERVING THE RIGHT TO MAKE 2009-2010
EMPLOYEE COMPENSATION REDUCTIONS–
RESOLUTION NUMBER 0809-57**

BACKGROUND INFORMATION

The State of California is projecting a state budget shortfall of \$23.1 billion for the 2009-2010 fiscal year. Education Code section 45032 and Education Code section 45162(b) authorizes the governing board of a school district to increase the salaries of employees at any time during the school year on any date ordered by the governing board, but does not authorize decreases in salary during the school year.

CURRENT CONSIDERATIONS

In an abundance of caution due to the unprecedented uncertainty of the present financial situation in California, this agenda item proposes Board consideration of the adoption of Resolution No 0809-57, Exhibit A, and Board authorization to provide written notice to all union heads, non represented and CUMA employees, Exhibit B, which will reserve the right of the Board to negotiate with the exclusive representatives a reduction in certificated and classified bargaining unit salaries and work year/annual compensation for the 2009-2010 school year during the school year based upon the possible failure to receive anticipated revenues.

FINANCIAL IMPLICATIONS

The estimated savings to the 2009-10 budget for reductions in salaries and work year/annual compensation for certificated and classified employees is unknown as it is dependent on the amount of revenues received from the State of California for the 2009-2010 school year.

STAFF RECOMMENDATION

It is respectfully recommended that Board approve Resolution 0809-57 resolution for all employees and provide authorization to provide written notice to non represented and CUMA employees, Exhibit B, to reserve the right to negotiate a reduction in salaries during the 2009-2010 school should it become necessary.

DISCUSSION/
ACTION

**BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT**
San Juan Capistrano, California

RESOLUTION NO. 0809-57

**RESOLUTION RESERVING THE RIGHT TO MAKE
2009-2010 EMPLOYEE COMPENSATION REDUCTIONS**

WHEREAS, present and projected reductions in state funding for California public schools have resulted and will result in a significant decrease in income for this school district; and

WHEREAS, the reduction in state funding necessitates that this Board consider all available options for reduction of spending; and

WHEREAS, this Board desires to reserve the right, subject to any applicable negotiations requirements, unless authorized to act based upon business necessity, to reduce compensation for both represented and non-represented employees for the 2009-2010 school year and thereafter.

WHEREAS, this Board has presented initial collective bargaining contract proposals to the Capistrano Unified Education Association, the California School Employees Association, and the Teamsters, which have the effect of reducing employee compensation beginning the 2009-2010 school year and thereafter; and

WHEREAS, this Board has determined it is appropriate to inform all employees of the Board's decision to negotiate possible 2009-2010 compensation reductions that may affect represented employees and to inform non-represented employees of possible compensation reductions.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Capistrano Unified School District that the District work year, compensation, and benefits for the 2009-2010 fiscal year remain indefinite.

BE IT FURTHER RESOLVED that all salary schedules for all employees and the other respective daily rates of pay are declared indefinite for the 2009-2010 fiscal year.

BE IT FURTHER RESOLVED that the Board's designees are directed to provide notice to the Capistrano Unified Education Association, the California School Employees Association, and the Teamsters, prior to June 30, 2009, that the District has publicly opened negotiations with these exclusive representatives regarding possible 2009-2010 compensation reductions and is considering compensation reductions for all non-represented employees of the school district.

BE IT FURTHER RESOLVED that the Board's designees are directed to notify all administrative, supervisory, and confidential employees of the indefinite nature of the 2009-2010 work year, compensation, and benefits, and of the possibility that significant adjustments may be made with respect to work year, compensation and benefits and other cost containment matters.

BE IT FURTHER RESOLVED that the 2009-2010 compensation reductions under consideration for both unrepresented and represented employees and proposed for negotiations include the following:

- a. A freeze of 2009-2010 step and column or step and longevity salary increases;
- b. A reduction in bargaining unit member and non-bargaining unit employee work days;
- c. A reduction to any or all District salary schedules;
- d. A reduction to certificated and classified stipend schedules;
- e. Any combination of compensation reductions (step and column/step and longevity freeze, reduced workdays, reduced certificated or classified stipends, or salary schedule reductions) that assist the District in achieving a sustainable budget certified by the Orange County Office of Education, including the multi-year budget projections;
- f. Imposition of new or increased employee contributions toward health benefit premiums paid through monthly payroll deductions, and/or a freeze or reduction in District health benefits contributions or in retiree benefit programs; and
- g. The District reserves the right to propose other cost-saving compensation reductions as needed depending on future budget developments.

BE IT FURTHER RESOLVED that this Board reserves the right, subject to any applicable negotiations requirements, to reduce annual compensation for employees represented by the Capistrano Unified Education Association, the California School Employees Association, and the Teamsters effective July 1, 2009, or a date thereafter established through the negotiations process.

BE IT FURTHER RESOLVED that this Board reserves the right to reduce annual compensation for unrepresented employees effective July 1, 2009, or a date thereafter.

BE IT FURTHER RESOLVED that the Board's designee is directed to provide written notice to the Capistrano Unified Education Association, the California School Employees Association, and the Teamsters of the contents of this Resolution;

BE IT FURTHER RESOLVED that the Board's designee is directed to provide notice to individual unrepresented employees regarding the potential that their annual compensation may be reduced effective July 1, 2009, or at a date thereafter established through the negotiations process;

BE IT FURTHER RESOLVED that the Board's designee is directed to comply with the applicable requirements of the Educational Employment Relations Act with respect to the negotiation of reductions in employee compensation for the 2009-2010 school year and thereafter.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on June 22, 2009, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

DATED: June 22, 2009

BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT,
COUNTY OF ORANGE, STATE OF CALIFORNIA

By: _____
Clerk of the Board of Trustees

By: _____
Superintendent

Date: _____
c: Superintendent, Orange County Department of Education

**CUSD LETTER HEAD
SAMPLE LETTER TO EMPLOYEES**

Date: _____

Dear Non Represented CUSD Employee:
CUMA Employee:
Union Heads:

As I am sure you are aware, the State of California is facing an unprecedented fiscal crisis. The State of California is projecting an estimated \$24 billion deficit in the state budget. This substantial state budget shortfall will result in a significant decrease in income for our district.

Therefore, out of necessity, our district must reserve the right to reduce salary for employees and/or the work year of employees that will have the effect of reducing annual salaries beginning the 2009-2010 school year, subject to applicable State collective bargaining negotiation requirements.

We regret the necessity for this notice. However, in order to be fiscally responsible, the Board believes it must preserve its options in light of the substantial deterioration of the State budget.

Sincerely,

Bobbi Mahler, Ed.D.
Interim Superintendent

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

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



SUBJECT: **POTENTIAL LEASE PLAN OF CAPISTRANO BEACH TRANSPORTATION CENTER**

BACKGROUND INFORMATION

Capistrano Unified School District (CUSD) currently owns and utilizes approximately 5.5 acres of land in the City of Dana Point (near the intersection of Pacific Coast Highway and Doheny Park Road) as a bus transportation center. This facility is commonly known as the Capistrano Beach Transportation Center or the "South Yard." Bus operations at this location began in the mid 1960's and this facility is still used today to operate and store buses, although most of the school bus routes operate out of the Aliso Viejo Transportation Center since the bus reduction program began in the fall of 2008. Also, a portion of the site is used as a grounds facility. Recently, the District has been contacted by several parties expressing their interest in purchasing or leasing some or all the Capistrano Beach Transportation Center.

On May 11, 2009, per the request of Trustee Maddox, this issue was placed on the Board Agenda for discussion only. At the meeting, the Board asked staff to bring back a plan to potentially lease a portion of the site, keeping in mind that some of the property is still needed for District maintenance and transportation. Staff prepared a rough conceptual plan, noting which section of the property could feasibly be leased to an outside agency, while maintaining the space and facilities necessary for District functions. Also, the conceptual plan would not require any construction of additional driveways, and the leasable area could easily be segregated from CUSD operations. Exhibit A identifies these areas.

Generally, the leasable area lies within the center of the site, roughly encompassing 1.75 acres. Also available for lease would be the existing office building that used to serve as the south transportation center prior to the reduced busing program enacted in the summer of 2008. To estimate the lease value in today's economy, staff contacted a land broker to inquire on what rate could be anticipated for this land use type. The response was a very conservative range between \$15,000 and \$20,000 per month, depending upon the lease terms. Potential renters could include industrial, maintenance, or storage business/agencies with minimal improvements to the property.

CURRENT CONSIDERATIONS

This agenda item presents staffs' potential lease plan of the Capistrano Beach Transportation Center for information/discussion. Attached as "Exhibit A" is the conceptual plan whereby a

POTENTIAL LEASE PLAN OF CAPISTRANO BEACH TRANSPORTATION CENTER

June 22, 2009

Page 2

portion of the property could potentially be leased to an outside agency, which may produce an income stream to the District.

FINANCIAL IMPLICATIONS

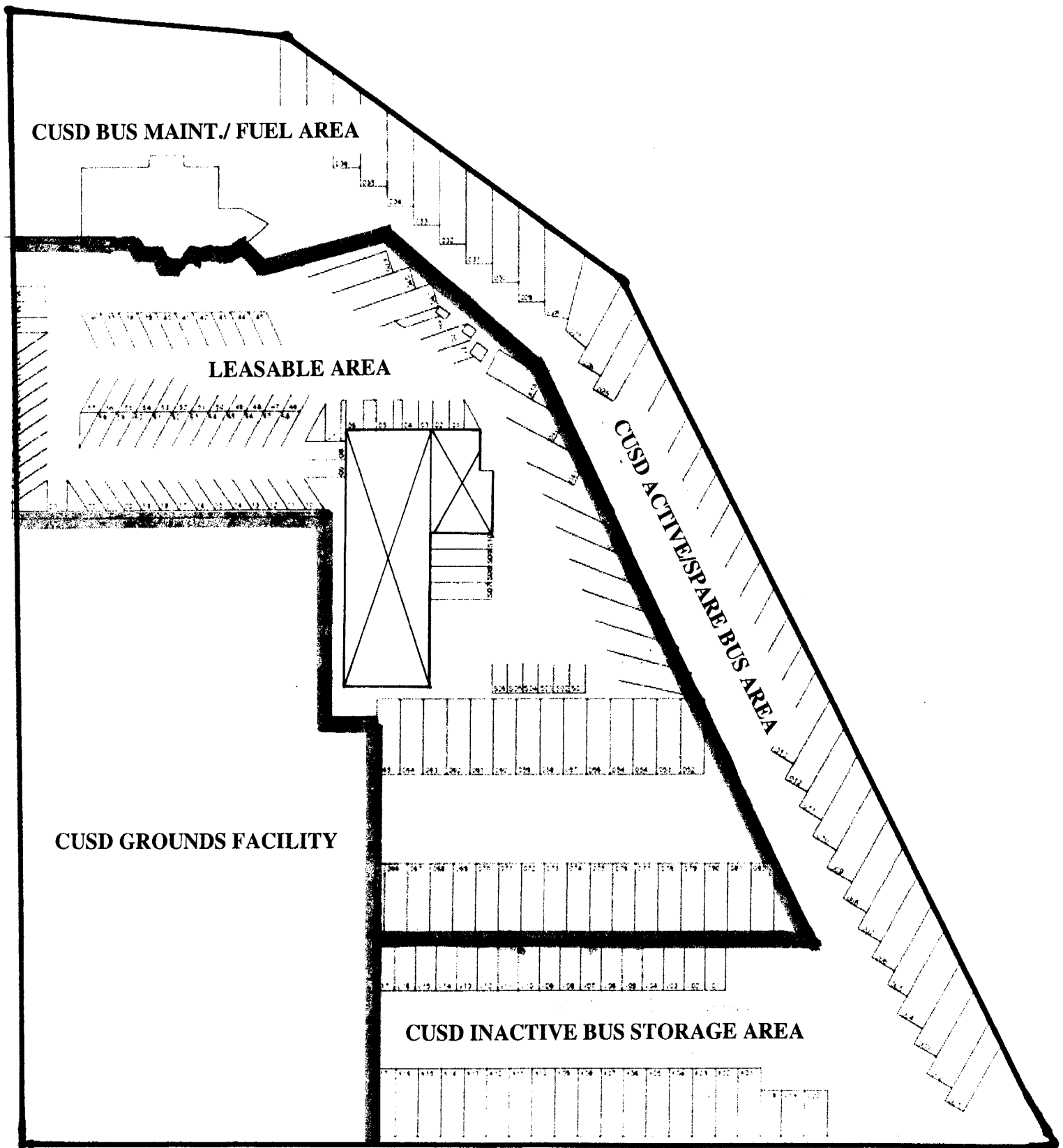
At this time, this agenda item will have no financial impact on the District. However, the potential lease of this property could have a significant positive impact.

STAFF RECOMMENDATION

It is respectfully requested that the Board President introduce this item. Mr. Ron Lebs, Deputy Superintendent, Business and Support Services will be available to answer any questions from the Board of Trustees.

INFORMATION/ DISCUSSION


CAPISTRANO BEACH TRANSPORTATION CENTER



CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

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

SUBJECT: **APPROVAL: CHANGE ORDER NO. 3 - BID NO. 0708-16 – SAN JUAN HILLS
HIGH SCHOOL STADIUM PHASE II – BLEACHERS, CONCESSION
BUILDING, AND SYNTHETIC TRACK – MEPCO SERVICES, INC.**

BACKGROUND INFORMATION

The contract to construct San Juan Hills High School Stadium Phase II was awarded to Mepco Services, Inc. on February 11, 2008. All plans were reviewed and approved for the construction of the stadium, Phase II by the Division of the State Architect.

CURRENT CONSIDERATIONS

This agenda item seeks Board approval of Change Order No. 3 for San Juan Hills High School Bid No. 0708-16 – Stadium Phase II, Exhibit A. This change order is to add additional rebar and shotcrete at the visitor's side bleachers per DSA submittal review; installation of a 24 station irrigation controller not installed during Phase I; and completion of District supplied pole lights. All changes result in an increase to the contract of \$8,144.72.

Also included in this item are credits to the contract totaling (\$872,662.17) for the deletion of the removal of the existing track and installation of the new track surface; the electrical and low voltage equipment and wiring at the press box; also for the deletion of the installation of the home bleachers.

Mepco Services, Inc., and their surety company, Hartford Fire Insurance Company have also signed a Mutual Release and Settlement Agreement, Exhibit B, releasing Capistrano Unified School District from all disputes and claims against one another.

FINANCIAL IMPLICATIONS

Change Order No. 3 results in a savings to the contract of (\$864,517.45.) The revised school construction costs for San Juan Hills High School Stadium Phase II now totals \$3,036,042.91.

**APPROVAL: CHANGE ORDER NO. 3 – BID NO. 0708 –
SAN JUAN HILLS HIGH SCHOOL STADIUM PHASE II –
BLEACHERS CONCESSION BUILDING, AND TRACK
MEPCO SERVICES, INC.**

June 22, 2009

Page 2

STAFF RECOMMENDATION

It is respectfully recommended that Board President Ellen Addonizio recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who along with John Forney, Director, Construction will introduce this item and answer any Trustee questions. Following Board discussion, it is respectfully recommended that the Board approve Change Order No. 3 with a savings to the contract in the amount of (\$864,517.45) for San Juan Hills High School Stadium Phase II and approve signing the Mutual Release and Settlement Agreement with Mepco Services, Inc.

DISCUSSION/
ACTION

PJHM Architects, Inc.
647 Camino de los Mares, Suite 201
San Clemente, CA 92673

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
April 1, 2009

San Juan Hills High School Stadium Phase 2
Capistrano Unified School District
DSA Application #: 04-108716 / File 30-9

CHANGE ORDER NO. 3

TO: Mepco Services, Inc.
9268-1/2 Hall Rd.
Downey, CA 90241

You are authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

- ITEM No. 1: COR #5 R1, Instruction Bulletin #4
Reason: Delete removal of existing decomposed granite track, installation of asphaltic track underlayment, allowance for asphalt repair, and installation of new rubberized track surface.
Requested by: School District
Change in Contract Sum: (\$478,052.17) /DEDUCT
Time Extension: 0 Calendar Days
- ITEM No. 2: COR #6 R2, Instruction Bulletin #3
Reason: Delete labor for installation of Home Bleachers and labor and materials for installation of the vertical wheelchair lift, the incline chair lift, masonry retaining wall, shotcrete below bleachers, chain link fencing, slot drain, and drinking fountain.
Requested by: School District
Change in Contract Sum: (\$357,532.50) /DEDUCT
Time Extension: 0 Calendar Days
- ITEM No. 3: COR #20, DSA Submittal Comments
Reason: Provide and install additional rebar and shotcrete for lateral interconnection of concrete pile foundations at the Visitor's Bleachers per DSA submittal review comments.
Requested by: School District
Change in Contract Sum: \$4,297.55 /ADD
Time Extension: 0 Calendar Days
- ITEM No. 4: COR #23, Field Condition
Reason: Provide and install 24 station irrigation controller. Irrigation controller was not installed as part of Phase 1.
Requested by: School District
Change in Contract Sum: \$3,048.94 /ADD
Time Extension: 0 Calendar Days
- ITEM No. 5: COR #25, Field Condition
Reason: Provide and install missing parts for District supplied pole lights.
Requested by: School District
Change in Contract Sum: \$798.23 /ADD
Time Extension: 0 Calendar Days

ITEM No. 6: COR #26 R1, Instruction Bulletin #3

Reason: Delete electrical and low voltage equipment and wiring at Press Box. Delete feeder wire from Building E electrical room to track side utility enclosure.

Requested by: District

Change in Contract Sum: (\$37,077.50) /DEDUCT

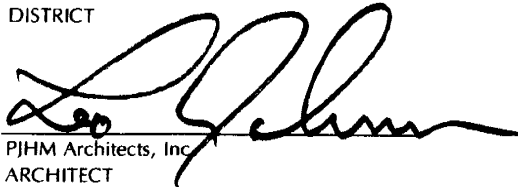
Time Extension: 0 Calendar Days

Original Contract Sum	\$ 3,877,000.00
Amount of Previously Approved Change Orders	\$ 23,560.36
This Change Order No. 3	(\$864,517.45)
Revised Contract Amount:	\$ 3,036,042.91

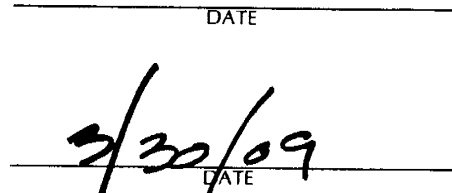
The cumulative adjustment of the Contract Price and the Contract Time for each Change included in this Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor for such items of Changes. The Contract Price adjustment herein for the items included in this Change Order includes without limitation, all costs for labor, materials, services and/or equipment as well as any and all costs arising out of or associated in any manner with impacts, disruptions, interference, delays or hindrances in performing or providing the Changes included in this Change Order. By executing this Change Order, Contractor acknowledges the foregoing and agrees that any rights or claims of Contractor, whether known or unknown, for costs or time associated with providing or performing the Changes included in this Change Order and not specifically reflected and included in this Change Order are waived, relinquished and released by Contractor; in connection with the foregoing, Contractor waives and releases any rights under Civil Code Section 1542 with regard to any unknown costs or additional time associated with the Changes included in this Change Order.

APPROVALS


Capistrano Unified School District
DISTRICT


PJHM Architects, Inc.
ARCHITECT

DATE


3/30/09
DATE

Mepco Services, Inc.
CONTRACTOR



DATE


3/27/09
DATE

Division of the State Architect
DSA

DATE

DATE

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

1. This mutual release and settlement agreement ("AGREEMENT") is entered into by, between, and among Mepco Services, Inc. ("MEPCO") and the Hartford Fire Insurance Company ("SURETY"), on the one hand, and the Capistrano Unified School District ("DISTRICT"), on the other hand. MEPCO, SURETY, and the DISTRICT are also sometimes referred to hereinafter as the "Parties" and/or individually as a "Party."

2. In or about February 12, 2008, the DISTRICT and MEPCO entered into a public works construction contract ("CONTRACT") known as Bid No. 0708-16 San Juan Hills High School Stadium – Phase II, Bleachers, Concession & Synthetic Track ("PROJECT").

3. SURETY is an admitted surety company authorized to do surety business in and doing business in the State of California. SURETY posted a Performance Bond and Payment Bond ("BONDS") for the PROJECT with the DISTRICT, numbered 72BCSDM9414. The DISTRICT is the named Obligee on the Performance Bond, and the Payment Bond inures to the benefit of any of the persons named in Section 3181 of the California Civil Code.

4. In addition to the sums set forth in this Agreement, the DISTRICT and MEPCO each have other disputes and claims against one another including without limitation by the DISTRICT that MEPCO and its sureties are contractually obligated to complete the CONTRACT, and MEPCO arguing that it is entitled to money for delays

caused to the PROJECT. In exchange for the mutual considerations exchanged and agreed to by the Parties under this AGREEMENT, MEPCO and SURETY, on the one hand, and the DISTRICT, on the other hand, agree to enter into this AGREEMENT in an attempt to fully, finally and completely resolve and settle all past, present, and future disputes, known and unknown, between them regarding the CONTRACT, the BONDS, and the PROJECT, except as set forth herein below.

5. The original CONTRACT sum, plus the sum of two previously approved change orders, amounts to Three Million, Nine Hundred Thousand, Five Hundred Sixty Dollars and Thirty-Six Cents (\$3,900,560.36) ("COMPLETE CONTRACT SUM"). The Parties have mutually agreed to remove work from the scope of work delineated in the CONTRACT. The work that has been removed is identified by deductive Change Order #3, which is incorporated in this AGREEMENT and attached hereto as Exhibit A. The Parties have further mutually agreed that the value of the work that has been removed from the CONTRACT is Eight Hundred Sixty-Four Thousand, Five Hundred Seventeen Dollars and Forty-Five Cents (\$864,517.45). The COMPLETE CONTRACT SUM less the value of the removed work amounts to Three Million, Thirty-Six Thousand, Forty-Two Dollars and Ninety One Cents (\$3,036,042.91) ("REVISED CONTRACT AMOUNT"). The Parties agree that of this REVISED CONTRACT AMOUNT, the DISTRICT has previously paid MEPCO Two Million, Six Hundred Seventy-Four Thousand, Nine Hundred Twenty-Three Dollars and Seventy-Two Cents (\$2,674,923.72).

6. The DISTRICT will make a one-time aggregate payment of Three Hundred Sixty-One Thousand, One Hundred Nineteen Dollars and Nineteen Cents (\$361,119.19) (FINAL PAYMENT) to MEPCO. This FINAL PAYMENT represents all monies owed to MEPCO by the DISTRICT pursuant to the CONTRACT for its work on the PROJECT, including money withheld in retention, amounts held pursuant to stop notices, unpaid change orders, progress payments, interests, penalties (if any) and any and all otherwise unidentified sums whatsoever, whether arising in the past, present or future. The FINAL PAYMENT shall be sent to MEPCO within three weeks after the last of the following events occur: the DISTRICT's Board of Education approval of this AGREEMENT; the County of Orange's release of the money held in retention pursuant to the CONTRACT; and the DISTRICT's receipt of executed releases from all PROJECT subcontractors who have filed, and thus far not released, a stop notice or, in the alternative to the receipt of releases on filed stop notices, the DISTRICT's interpleading of any amount designated by a stop notice. Should the DISTRICT fail to receive executed releases from all PROJECT subcontractors who have filed, and thus far not released, a stop notice within three weeks of approval of this agreement by the DISTRICT's Board of Education, or should any PROJECT subcontractor initiate legal action to obtain the sum designated in a stop notice it has filed, the DISTRICT, at its sole option and discretion, may interplead the amount designated by the subject stop notice and deduct the same from the amount of the FINAL PAYMENT.

7. MEPCO and SURETY shall execute and return two signed originals of this AGREEMENT to the DISTRICT. The DISTRICT will then submit the signed AGREEMENT to the DISTRICT's Board of Education at the Board's next available meeting. If approved by the Board, the DISTRICT's designated representative, with Board delegated authority, will then sign the two originals of the AGREEMENT. One fully executed original of the AGREEMENT will be kept by the DISTRICT. The other fully executed original AGREEMENT will be sent to MEPCO and SURETY.

8. In exchange for the foregoing considerations, MEPCO and SURETY, on the one hand, and the DISTRICT, on the other hand, hereby fully, finally, and forever release and discharge one another, and as applicable, its and their boards, board members, officers, directors, employees, guarantors, subsidiaries, successors, predecessors, affiliates, assigns, agents, servants, attorneys, and all other individuals associated therewith, from any and all past, present, and future claims, obligations, promises, demands, rights, actions, causes of action, litigation, liability, costs, fees and expenses, of any kind whatsoever, whether known or unknown, arising from or relating to the CONTRACT, the BONDS, the PROJECT, and any and all claims, causes of action and or relief that could have been brought therein and/or arising therefrom (hereinafter the "RELEASED MATTERS"). Notwithstanding the foregoing, the Parties agree that specifically excluded from the RELEASED MATTERS are any latent defect and/or warranty responsibilities, liabilities, and/or obligations of MEPCO and SURETY, which arise after the full completion of all terms, conditions and provisions of

this AGREEMENT, for work performed by MEPCO and/or its subcontractors on the PROJECT and/or under the CONTRACT (the "POTENTIAL LATENT CLAIMS"), and any claims for payment by those persons entitled to make a claim against the Payment Bond posted for the Project by MEPCO and SURETY (the "POTENTIAL PAYMENT BOND CLAIMS"). The Parties specifically agree that for the POTENTIAL LATENT CLAIMS, the responsibilities, liabilities and obligations of MEPCO and SURETY, and the rights and remedies of the DISTRICT, will be governed and determined by the text of the CONTRACT, the BONDS, this AGREEMENT, and applicable law. The Parties specifically agree that for the POTENTIAL PAYMENT BOND CLAIMS, the responsibilities, liabilities and obligations of MEPCO and SURETY, and the rights and remedies of any claimants will be governed and determined by the text of the Payment Bond and applicable law. MEPCO and SURETY maintain all applicable defenses they may otherwise have to any POTENTIAL LATENT CLAIMS and POTENTIAL PAYMENT BOND CLAIMS, including but not limited to, any statute of limitations defenses. In addition to the defenses of MEPCO and SURETY reserved regarding POTENTIAL LATENT CLAIMS, MEPCO and SURETY will also bear no continuing liability, responsibility, and/or obligation for POTENTIAL LATENT CLAIMS if the work in which the latent defect later arises was reworked, modified, changed and/or replaced by someone other than MEPCO and/or SURETY.

9. Regarding the RELEASED MATTERS, the Parties waive all of their rights that they may have under the provisions of Section 1542 of the California Civil Code which

reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

The Parties declare that they understand the full nature, extent and import of Section 1542 of the California Civil Code and have been so advised by their respective attorneys.

10. As between the Parties, the Parties shall each bear their own costs, expenses and fees, including, without limitation, attorneys' and expert/consultants' fees regarding the CONTRACT, the BONDS, the PROJECT and this AGREEMENT.

11. Each Party represents and warrants that they are the sole owner of all rights, title, and interests in and to all of the RELEASED MATTERS settled under this AGREEMENT and that they have not heretofore assigned, transferred, or purported to assign and/or transfer to any person any matters, or portions thereof, settled and released under this AGREEMENT.

12. The settlement, releases and other matters set forth herein are a compromise and settlement of disputed and contested claims between the Parties, and nothing contained herein shall be construed as an admission by any Party of any obligation and/or liability of any kind to any other Party.

13. This AGREEMENT contains and embodies the entire agreement of the Parties with regard to the obligations under this AGREEMENT and to the RELEASED MATTERS covered in this AGREEMENT, and no representations, inducements, or other agreements, oral or otherwise, not embodied herein, exist nor shall they be of any force or effect. When MEPCO and SURETY have signed this AGREEMENT, this AGREEMENT will be submitted to the DISTRICT's Board of Education for approval with a recommendation for approval from the DISTRICT's Representative. The AGREEMENT is not effective until approved by the DISTRICT's Board of Education. The AGREEMENT can only be modified or amended by a subsequent written agreement signed by the Parties hereto, but only after approval of such modification and/or amendment by the Board of Education.

14. This AGREEMENT is binding upon and shall inure to the benefit of the Parties, their respective agents, employees, representatives, shareholders, officers, directors, partners, divisions, corporations, subsidiaries, parents, affiliates, assigns, heirs, predecessors, and successors, past, present, and future, and all of their insurers, guarantors, sureties and reinsurers. This AGREEMENT has no effect whatsoever between MEPCO and SURETY, their respective obligations *vis a' vis* one another being controlled by other contractual arrangements.

15. The Parties to this AGREEMENT shall each be deemed to have drafted this AGREEMENT, such that no ambiguity in this AGREEMENT, if any, shall be construed against any Party.

16. The Parties agree to execute all such other documents and perform such other acts as are necessary to give effect to the intent and purposes of this AGREEMENT.

17. The DISTRICT enters into this AGREEMENT pursuant to the authority conferred upon it by Public Contract Code Section 9201.

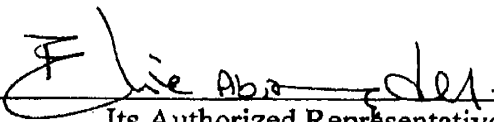
18. This AGREEMENT is entered into and shall be subject to the laws of the State of California.

19. This AGREEMENT may be signed in counter-parts; all of which taken together shall be construed as one original. Telefaxed signatures shall constitute original signatures for all purposes.

20. Each Party hereto represents and warrants that it is represented by legal counsel and that it is authorized to sign this AGREEMENT and bind the respective Party hereby and that all acts necessary to confer such authority have been duly, properly and legally taken.

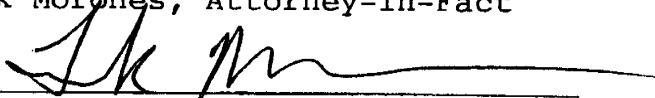
Dated: May 20, 2009

MEPCO SERVICES, INC.

By: 
Its Authorized Representative

Dated: May 27, 2009

HARTFORD FIRE INSURANCE COMPANY
Frank Morones, Attorney-in-Fact

By: 
Its Authorized Representative

Dated: May __, 2009

CAPISTRANO UNIFIED SCHOOL DISTRICT


By: _____
Ron Lebs, Deputy Superintendent
Business Support Services
Capistrano Unified School District



CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

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

SUBJECT: **APPROVAL: CHANGE ORDER NO. 2 - BID NO. 0708-26 – SAN CLEMENTE HIGH SCHOOL UPPER CAMPUS SCIENCE CLASSROOM CONVERSION AND STAFF RESTROOM ADA UPGRADES – PAUL C. MILLER CONSTRUCTION CO., INC.**

BACKGROUND INFORMATION

At the December 8, 2008, Board meeting, the Board of Trustees awarded the bid for the science classroom conversion and staff restroom ADA upgrades at San Clemente High School's Upper Campus to Paul C. Miller Construction Co., Inc.

CURRENT CONSIDERATIONS

This agenda item seeks Board approval of Change Order No. 2 for San Clemente High School Bid No. 0708-26 – Upper Campus Science Classroom Conversion and Staff Restroom ADA Upgrades, Exhibit A. This change order is to install access panels in science casework at each peninsula for access to gas line connection; provide time clock and lighting contactor for control of exterior lighting and to remove the original lighting control panel. All changes result in an increase to the contract of \$1,210.05.

FINANCIAL IMPLICATIONS

Change Order No. 2 results in an increase to the contract of \$1,210.05. The revised school construction costs for San Clemente High School Upper Campus Science Classroom Conversion now totals \$590,523.50.

STAFF RECOMMENDATION

It is respectfully recommended that Board President Ellen Addonizio recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who along with John Forney, Director, Construction will introduce this item and answer any Trustee questions. Following Board discussion, it is respectfully recommended that the Board approve Change Order No. 2 with an increase to the contract in the amount of \$1,210.05 for San Clemente High School Upper Campus Science Conversion.

DISCUSSION/
ACTION

PJHM Architects
647 Camino de los Mares, Suite 201
San Clemente, CA 92673

June 1, 2009
Division of the State Architect
A#04-109512/ File 30-9

**SAN CLEMENTE HIGH SCHOOL UPPER CAMPUS SCIENCE CLASSROOM MODERNIZATION
Capistrano Unified School District**

CHANGE ORDER NO. 2

TO: PCM Construction, Inc.
8447 Maple Place
Rancho Cucamonga, CA 91730

You are hereby authorized to make the following changes to your construction contract when this change order has been approved by the undersigned parties:

ITEM NO. 1 RFC #25, Instruction Bulletin #18

Reason: Install access panels in science casework at each peninsula for access to gas line connection.

Requested by: Architect during construction.

Change in Contract Sum: \$445.41 / ADD

Change in Contract Time: NONE

ITEM NO. 2 RFC #26, RFI #25

Reason: Provide time clock and lighting contactor for control of exterior lighting in Science classroom building. Original lighting control at panel to be removed.

Requested by: Field condition.

Change in Contract Sum: \$764.64 / ADD

Change in Contract Time: NONE


SUMMARY

Original Contract Sum:	\$569,000.00
Change Order No. 1	\$ 20,313.45 / ADD
<u>This Change Order No. 2</u>	<u>\$ 1,210.05 / ADD</u>
Revised Contract Sum	\$590,523.50

The cumulative adjustment of the Contract Price and the Contract Time for each Change included in this Change Order represents and reflects the entire adjustment of the Contract Price and the Contract Time due Contractor for such items of Changes. The Contract Price adjustment herein for the items included in this Change Order includes without limitation, all costs for labor, materials, services and/or equipment as well as any and all costs arising out of or associated in any manner with impacts, disruptions, interference, delays or hindrances in performing or providing the Changes included in this Change Order. By executing this Change Order, Contractor acknowledges the foregoing and agrees that any rights or claims of Contractor, whether known or unknown, for costs or time associated with providing or performing the Changes included in this Change Order and not specifically reflected and included in this Change Order are waived, relinquished and released by Contractor; in connection with the foregoing, Contractor waives and releases any rights under Civil Code Section 1542 with regard to any unknown costs or additional time associated with the Changes included in this Change Order.

APPROVALS

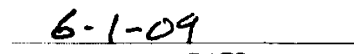
Authorized Agent
Capistrano Unified School District
OWNER


Leo Johnson, C25377
PJHM Architects
ARCHITECT

DATE


6/1/09
DATE


PCM Construction Inc.
CONTRACTOR


6-1-09
DATE

Division of the State Architect.
DSA

DATE


SCHS Upper Campus Science Labs
Change Order No. 2
Page 2

Exhibit A
2 of 2

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

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

SUBJECT: **APPROVAL: PARTNERSHIP AGREEMENT FOR TRANSPORTATION
SERVICES BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT
AND SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT**

BACKGROUND INFORMATION

Saddleback Valley Unified School District (SVUSD) is our neighboring district, and transports approximately 2,600 regular education students and 700 special education students. Capistrano Unified School District currently transports approximately 3,500 regular education students and 750 special education students. SVUSD and CUSD have been discussing ways to coordinate and streamline efforts regarding student transportation.

CURRENT CONSIDERATIONS

SVUSD currently contracts their transportation service with First Student with their contract expiring on July 30, 2009. After discussions with CUSD Transportation Department, it has been determined that on-site supervision was needed for the transportation contractor at SVUSD. A Partnership Agreement for Transportation Services has been proposed between the two districts in which CUSD transportation staff would provide routing and program oversight assignment services to SVUSD, as shown in Exhibit A. SVUSD will however, continue to contract out for bus drivers, vehicle maintenance, and dispatching services.

FINANCIAL IMPLICATIONS

This agreement will provide up to two CUSD management personnel to be stationed at the SVUSD transportation offices. The total cost for these employees will be billed back to SVUSD. The routing and route maintenance services will be provided by CUSD management staff assigned to SVUSD supported by transportation planning personnel. The District will be compensated \$50,000 for services and this agreement will commence on July 1, 2009 through October 31, 2009, and can be renegotiated and extended through the end of the school year upon Board approval.

**INTERAGENCY TRANSPORTATION SERVICES AGREEMENT
WITH SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT**

June 22, 2009

Page 2

STAFF RECOMMENDATION

It is respectfully requested Board President Ellen Addonizio recognize Ronald Lebs, Deputy Superintendent, Business & Support Services, who will introduce this item. Following discussion, it is recommended that the Board of Trustees approve the Partnership Agreement for Transportation Services between Capistrano Unified School District and Saddleback Valley Unified School District, as shown in Exhibit A.

DISCUSSION/
ACTION

Agreement Number: _____

PARTNERSHIP AGREEMENT FOR
TRANSPORTATION SERVICES

This AGREEMENT is hereby entered into this ____ day of June, 2009, by and between the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675 (hereinafter referred to as "CUSD"), and Saddleback Valley Unified School District, 25631 Peter A. Hartman Way, Mission Viejo, CA 92691 (hereinafter referred to as "SVUSD"). CUSD and SVUSD shall be collectively referred to as the Parties.

WHEREAS, SVUSD desires to continue to provide SVUSD students with safe, reliable and efficient transportation services;

WHEREAS, SVUSD currently contracts with a third party school bus contractor, First Student, Inc. (hereinafter referred to as "First Student") that provides school buses and drivers for SVUSD;

WHEREAS, SVUSD desires transportation program oversight of First Student in order to insure efficient regular home-to-school and back, special education, field trip, and extracurricular activity transportation services for SVUSD students;

WHEREAS, CUSD is specially trained and experienced and competent to perform such services required by SVUSD;

WHEREAS, SVUSD is in need of such services and advice from CUSD; and

WHEREAS, CUSD and SVUSD wish to enter into this AGREEMENT;

1 NOW, THEREFORE, the Parties hereby agree as follows:

2 1.0 SERVICES TO BE PROVIDED BY THE CUSD.

3 1.1 CUSD will provide transportation program oversight of
4 SVUSD's school bus contractor, First Student, and will have the
5 authority to act on SVUSD's behalf with regard to services being
6 performed by First Student. A CUSD supervisor will collaborate
7 with First Student's on site contract manager to develop and
8 implement a transportation program that will meet the needs of
9 SVUSD.

10 1.2 CUSD will create and review with SVUSD school bus routes
11 for the SVUSD regular and special education home-to-school and
12 back, field trip, and extracurricular activity transportation
13 program. Once reviewed and approved by SVUSD, CUSD shall
14 implement and maintain such routes on behalf of SVUSD. Typical
15 routing services will include but not be limited to developing
16 bus route schedules with specific times and bus stop locations
17 for student pick up and drop off, providing a list of bus stops
18 and associated accurate pick up and drop off times, overseeing
19 school bus driver assignments, and monitoring all routes to
20 insure safe and efficient operation of SVUSD student
21 transportation services.

22 1.3 CUSD will make written recommendations to SVUSD on
23 routing issues that may result in a cost to SVUSD. SVUSD has
24 the final authority to determine whether or not to adopt the
25 CUSD recommendations.

1 1.4 One (1) CUSD supervisor will initially be located in the
2 SVUSD transportation office to provide daily consulting services
3 to SVUSD. Additional CUSD supervisors may be assigned upon
4 mutual written agreement of the Parties.

5 1.5 CUSD shall make day to day verbal recommendations to
6 SVUSD and First Student related to the transportation services
7 provided by First Student.

8 1.6 CUSD will advise and make written recommendations to
9 SVUSD on First Student performance issues as it relates to
10 SVUSD's transportation program. SVUSD shall have final authority
11 to determine any course of action regarding said issues.

12 1.7 The CUSD supervisor will assist SVUSD parents with
13 transportation issues. In the event a parent's concern is not
14 resolved by the CUSD supervisor, the CUSD supervisor will direct
15 the parent to contact the SVUSD representative to resolve the
16 transportation issue.

17 2.0 TERM. CUSD shall commence providing services under this
18 AGREEMENT on July 1, 2009 and continue providing services to October
19 31, 2009. The Agreement may be extended to June 30, 2010 upon mutual
20 written agreement of the Parties.

21 3.0 FEES/PAYMENT. SVUSD agrees to pay the CUSD fifty thousand
22 dollars (\$50,000) for services satisfactorily rendered pursuant to
23 Section 1.0 of this AGREEMENT. SVUSD will also reimburse CUSD ten
24 thousand two hundred twenty-five dollars (\$10,225) a month for the one
25 supervisor assigned to the SVUSD transportation office. The final
configuration of days and hours for the supervisor will be mutually

1 agreed upon in writing by SVUSD and CUSD. SVUSD and CUSD shall
2 mutually agree in writing on a payment schedule for services. Payment
3 shall be made within thirty (30) days of receipt of an invoice from
4 CUSD in duplicate. Payment shall be mailed to: CAPISTRANO UNIFIED
5 SCHOOL DISTRICT, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA
6 92675, ATTN: ACCOUNTS PAYABLE.

7 4.0 MEETINGS. CUSD and SVUSD agree to meet at least once a month
8 on a date mutually agreeable to both Parties to discuss any
9 transportation issues and to evaluate the effectiveness of the SVUSD
10 transportation program. Additional meetings may be scheduled on an
11 "as needed" basis at the request of either party.

12 5.0 INDEPENDENT CONTRACTOR. CUSD, in the performance of this
13 AGREEMENT, shall be and act as an independent contractor. CUSD
14 understands and agrees that it and all of its employees shall not be
15 considered officers, employees or agents of the SVUSD, and are not
16 entitled to benefits of any kind or nature normally provided employees
17 of SVUSD and/or to which SVUSD employees are normally entitled,
18 including, but not limited to, State Unemployment Compensation or
19 Worker's Compensation. CUSD assumes the full responsibility for the
20 acts and/or omissions of its employees as they relate to the services
21 to be provided under this AGREEMENT. CUSD shall assume full
22 responsibility for payment of all federal, state, and local taxes or
23 contributions, including unemployment insurance, social security and
24 income taxes with respect to CUSD'S employees.

25 6.0 TERMINATION. Either party may terminate this AGREEMENT at any
time by providing thirty (30) days written notice to the other party

1 specifying the desired date of termination. Notice shall be deemed
2 given when received, or no later than three (3) days after the day of
3 mailing, whichever is sooner.

4 7.0 HOLD HARMLESS/INDEMNIFICATION. SVUSD agrees to and does
5 hereby indemnify, hold harmless and defend the CUSD and its
6 Governing Board, officers and employees from every claim or demand
7 made and every liability, loss, damage or expense, of any nature
8 whatsoever, which may be incurred by reason of any injury to or
9 death of any person(s), or damage to or loss of any property caused
10 by any negligent act, default, or negligent omission of the SVUSD,
11 or its officers or employees arising out of, or in any way connected
12 with, this AGREEMENT, whether said injury or damage occurs either on
13 or off SVUSD's or CUSD's property.

14 CUSD agrees to and does hereby indemnify, hold harmless and
15 defend the SVUSD and its Governing Board, officers and employees
16 from every claim or demand made and every liability, loss, damage or
17 expense, of any nature whatsoever, which may be incurred by reason
18 of any injury to or death of any person(s), or damage to or loss of
19 any property caused by any negligent act, default, or negligent
20 omission of the CUSD, or its officers or employees arising out of,
21 or in any way connected with, this AGREEMENT, whether said injury or
22 damage occurs either on or off CUSD's or SVUSD's property.

23 8.0 INSURANCE. CUSD and SVUSD will provide each other with copies
24 of their respective certificates of insurance for general public
25 liability and auto liability. The certificates of insurance shall
also show that each is named as an additional insured on the policy

1 or policies of general public liability and auto liability. Said
2 certificate of insurance shall also show that the other party will be
3 given at least thirty (30) days written notice prior to the
4 termination, cancellation or modification of said insurance.

5 9.0 ASSIGNMENT. The obligations of the CUSD pursuant to this
6 AGREEMENT shall not be assigned by the CUSD.

7 10.0 TOBACCO USE POLICY. In the interest of public health, SVUSD
8 provides a tobacco-free environment. Smoking or the use of any
9 tobacco products are prohibited in buildings and vehicles, and on any
10 property owned, leased or contracted for by the SVUSD. Failure to
11 abide with the conditions of this policy could result in the
12 termination of this AGREEMENT.

13 11.0 COMPLIANCE WITH APPLICABLE LAWS. The Parties agree to comply
14 with all federal, state and local laws, rules, regulations and
15 ordinances that are now or may in the future become applicable to them
16 as they relate to their respective performances pursuant to this
17 AGREEMENT.

18 12.0 NON-DISCRIMINATION. The Parties agree that they will not
19 engage in unlawful discrimination in employment of persons because of
20 race, ethnicity, religion, nationality, disability, gender, marital
21 status or age of such persons.

22 13.0 NOTICE. All notices or demands to be given under this
23 AGREEMENT by either party to the other shall be in writing and given
24 either by: (a) personal service or (b) by U.S. Mail, mailed either by
25 registered or certified mail, return receipt requested, with postage
prepaid. Service shall be considered given when received if

1 personally served or, if mailed, on the third day after deposit in any
2 U.S. Post Office. The address to which notices or demands may be
3 given by either party may be changed by written notice given in
4 accordance with the notice provisions of this section. As of the date
5 of this AGREEMENT, the addresses of the parties are as follows:

6 CUSD: Capistrano Unified School District
33122 Valle Road
7 San Juan Capistrano, CA 92675
Attn: Ron Lebs

8 SVUSD: Saddleback Valley Unified School District
9 25631 Peter A. Hartman Way
Mission Viejo, CA 92691
10 Attn: Stephen L. McMahon

11 14.0 NON WAIVER. The failure of either party to seek redress for
12 violation of, or to insist upon, the strict performance of any term or
13 condition of this AGREEMENT, shall not be deemed a waiver by that
14 party of such term or condition, or prevent a subsequent similar act
15 from again constituting a violation of such term or condition.

16 15.0 SEVERABILITY. If any term, condition or provision of this
17 AGREEMENT is held by a court of competent jurisdiction to be invalid,
18 void, or unenforceable, the remaining provisions will nevertheless
19 continue in full force and effect, and shall not be affected, impaired
20 or invalidated in any way.

21 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
22 shall be governed by the laws of the State of California with venue in
23 Orange County, California.

24 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT constitutes the
25 entire agreement between the Parties to it and supersedes any prior or
contemporaneous understanding or agreement with respect to the

1 services contemplated, and may be amended only by a written amendment
2 executed by both Parties to the AGREEMENT.

3 IN WITNESS WHEREOF, the Parties hereto set their hands.

4 CUSD:
5 CAPISTRANO UNIFIED SCHOOL DISTRICT

6 BY: _____

7 PRINT NAME: Ron Lebs

8 TITLE: Deputy Superintendent, Business & Support Services

9 DATE: _____

10 SVUSD:
11 SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

12 BY: _____

13 PRINT NAME: Stephen L. McMahon

14 TITLE: Assistant Superintendent, Business Services

15 DATE: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

FROM: Julie Hatchel, Chief Communications Officer

SUBJECT: **SECOND READING: REVISION OF BOARD POLICY 1230/SCHOOL-
CONNECTED ORGANIZATIONS**

BACKGROUND INFORMATION

At its meeting on June 8, the revision of Board Policy 1230/School-Connected Organizations (Exhibit A) was brought forth for a first reading. Trustees requested that staff include wording to state that it is the desire of the Board that administrative staff support the efforts of school-connected organizations to an extent that is reasonable and supported by Education Code.

CURRENT CONSIDERATION

The revised Board Policy 1230/School-Connected Organizations and AR 1.75 (Exhibit B) incorporate the desired wording that administrative staff support the efforts and donative intent of funds raised by these organizations.

FINANCIAL IMPLICATIONS

This policy revision has no immediate financial impact to the district. The adoption of a revised policy may prove to be financially beneficial to the district in limiting liability and ensuring that proper procedures are followed to support the implementation of projects and programs.

STAFF RECOMMENDATION

It is respectfully recommended that Board President Ellen Addonizio recognize Julie Hatchel, Chief Communications Officer, who will present this agenda item. It is recommended that Trustees approve revised Board Policy 1230 (Exhibit A).

DISCUSSION/
ACTION

SCHOOL-CONNECTED ORGANIZATIONS

The Governing Board recognizes that parents/guardians/community groups may wish to organize booster clubs, associations, or foundations for the purpose of supporting curricular and/or extracurricular programs such as athletic teams, academic teams, performance groups and the school/District in general. The Board supports such activities and welcomes interest and participation. School connected organizations shall be especially careful not to seek advantages for the activities they support if those advantages might be detrimental to the entire school program.

The Board recognizes that school-connected organizations are separate legal entities, independent of the district. However, in order to help the Board fulfill its legal and fiduciary responsibility to manage district operations, all school-connected organizations must operate as, or under, a registered 501(c)3 tax exempt organization and must have a written statement of purpose and bylaws. School connected organizations that desire to raise money to benefit any district student shall submit a request for authorization to the Board, in accordance with Board policy and administrative regulation. In addition, the Superintendent or designee shall establish appropriate internal controls for the relationship between school-connected organizations and the District. School connected organizations shall have an **administrative designee** who serves as a liaison to ensure appropriate communication and approvals for fundraising and expenditures. School-connected organizations will consult with the principal/designee to determine school needs and priorities. **It is the desire of the Board that administration support the efforts of school-connected organizations. Schools will use funds to support the donative intent of the school-connected organization.** All funds raised to support District students, programs, personnel, facilities or projects must receive prior approval from the Superintendent or designee.

Under no circumstances shall school-connected organizations or their individual members hire a person to be a District employee or pay any District employee directly. Any funds received for the purpose of funding extracurricular positions shall be paid to the District, which will in turn hire the personnel and pay the appropriate wage or stipend.

The Board encourages school-connected organizations to consider the impact of fundraising activities on the overall school and District program. Funds may not be used to create inequities in core academic programs and are meant to supplement and enrich existing programs. Activities by school-connected organizations shall not conflict with law, Board Policies, administrative regulations, or rules of the sponsoring school.

Legal Reference:

EDUCATION CODE

200-262.4 *Prohibition of discrimination on the basis of sex*

35160 *Authority of governing boards*

38130-38138 *Civic Center Act, use of school property for public purposes*

38131 *Use of civic center by public*

Legal Reference: (cont'd.)

- 38134 *Groups which may use school facilities without charge*
- 48931 *Authorization for sale of food by student organization*
- 48932 *Authorization for fund-raising activities by student organization*
- 49431 *Sale of food to elementary students during the school day*
- 49431. *Sale of food to middle, junior, or high school students*
- 49431.5 *Sale of beverages at elementary, middle, or junior high schools*
- 51520 *Prohibited solicitation on school premises*
- 5121 *Fund-raising project*

BUSINESS & PROFESSIONS CODE

- 17510-17510.95 *Solicitations for charitable purposes*
- 25608 *Alcohol on school property; use in connection with instruction*

GOVERNMENT CODE

- 12580-12599.7 *Fundraisers for Charitable Purposes Act*

PENAL CODE

- 319-329 *Lottery, raffle*

CODE OF REGULATIONS, TITLE 5

- 4900-4965 *Nondiscrimination in elementary and secondary education program*
- 15500 *Food sales in elementary schools*
- 15501 *Food sales in high schools and junior high schools*

CODE OF REGULATIONS, TITLE 11

- 300-312.1 *Fundraising for charitable purposes*

UNITED STATES CODE, TITLE 20

- 1681-1688 *Discrimination based on sex or blindness, Title IX*

COURT DECISIONS

- Serrano v. Priest, (1976) 18 Cal.3d728*

Management ResourcesCDE LEGAL ADVISORIES

- 1101.89 *School District Liability and "Hold Harmless" Agreements, LO: 4-89*

Websites

- CSBA: <http://www.csba.org>
- California Office of the Attorney General, charitable trust registry:
<http://caag.state.ca.us/charities>
- California State PTA: <http://www.capta.org>

Policy Adopted: 10/2/1995
Revised: 6/8/2009

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

SCHOOL CONNECTED ORGANIZATIONS

To establish guidelines and procedures in which parent groups may raise funds to support additional personnel, programs, or enhancements beyond what has been provided by District and/or site allocations.

- 1.0 Persons proposing to establish a school-connected organization shall submit a request to the Governing Board for authorization to operate at the school. The request for authorization shall contain:
 - The name of the organization
 - The date of application
 - Bylaws, rules, and procedures under which the organization will operate, including procedures for maintaining the organization's finances, membership qualifications, if any, and an agreement that the group will not engage in unlawful discrimination
 - The names, addresses and phone numbers of all officers
 - A list of specific objectives
 - An agreement to grant the District the right to audit the group's financial records at any time
 - The name of the bank where the organization's account will be located and the names of those authorized to withdraw funds
 - The signature of the principal of the supporting school
 - The name of the District liaison to the organization
 - Planned use for any money remaining at the end of the year if the organization is not continued or authorized to continue in the future
 - An agreement to provide evidence of liability insurance as required by law
 - 501(c)3 tax exempt identification of organization or umbrella organization
- 1.1 The Superintendent will maintain the right to not renew support for a particular school-connected organization if it does not adhere to Board Policies 1230, 1321, Administrative Regulations or school rules. Renewal of authorization of a school-connected organization for the next school year shall be assumed unless the organization is notified by the Superintendent or designee by June 30 of the prior year.
- 2.0 Announcements of events and fund-raisers shall clearly indicate that the activity or event is sponsored by the school-connected organization, not by the school or District.
- 3.0 School-connected organizations are prohibited from hiring or directly paying District employees. Employees include classified employees in an existing job classification or


certificated teachers in areas other than core academic subjects including reading, language arts, science, social science and mathematics. Organizations may make donations to the District to cover the costs of employees, but only if such positions are approved in advance by the Board.

- 3.1 The total compensation or other administrative costs including salary, Health & Welfare benefits, facility overhead, etc. will be calculated by the Budget Department. All funding must be deposited into the site's gift account prior to hiring personnel.
 - 3.2 Vacancies for positions will be filled through the normal recruitment and hiring process followed by the Personnel Department. Specially funded employees will become members of their respective employee association (CUEA or CSEA), will be supervised by a site administrator, and will be treated in accordance with all collective bargaining agreements.
 - 3.3 The principal assumes fiduciary responsibility for monitoring site gift accounts.
 - 3.4 School-connected organizations must inform the Budget Department by February 15 in the case of certificated positions and April 1 in the case of classified positions if they will/will not be funding personnel in the upcoming school year.
 - 3.5 If a school-connected organization can no longer financially support a position due to an extenuating circumstance, the group must notify the Budget Department at least three months before the termination of a position to allow enough time to initiate the layoff process. The school is then responsible to pay for any shortfalls from site funds until the layoff process is complete.
- 4.0 All school-connected organizations must follow the solicitation guidelines and organize events in accordance with BP 1321: Solicitation of Funds From and By Students. It must be emphasized to parents and students that any donation is voluntary.
- 5.0 Administrators and school personnel shall support the efforts of school-connected organizations to an extent that is reasonable and in alignment with Board Policies and Education Code.**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

FROM: Ron Lebs, Deputy Superintendent Business & Support Services 

SUBJECT: **COMMUNICATION FROM THE CITY OF SAN CLEMENTE -
TRAFFIC TASK FORCE**

BACKGROUND INFORMATION

The attached letter (Exhibit A) dated May 18, 2009, was received from San Clemente Mayor Lori Donchak requesting support from the school district with respect to traffic, safety and congestion issues around Vista Del Mar School. This communication is being brought forward by staff at the request of Trustee Mike Winsten.

CURRENT CONSIDERATION

Appointment of a liaison to the San Clemente Traffic Task Force.

FINANCIAL IMPLICATIONS

None

STAFF RECOMMENDATION

It is respectfully requested that Board President Ellen Addonizio recognize Ron Lebs, Deputy Superintendent, Business & Support Services, who will present this item and be available for Trustee questions.

INFORMATION/
DISCUSSION



CUSD/SUPT-OFC/05-28*09PM02:07

Lori Donchak, *Mayor*
Jim Dahl, *Mayor Pro Tem*
Joe Anderson, *Councilmember*
Bob Baker, *Councilmember*
G. Wayne Eggleston, *Councilmember*

George Scarborough, *City Manager*

Office of Mayor and City Councilmembers

Phone: (949) 361-8322 Fax: (949) 361-8283

E-mail: CityCouncil@san-clemente.org

May 18, 2009

Michael S. Winsten
Vice President, Board of Education
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

RE: Vista Del Mar School Traffic Hot Spot

Dear Trustee Winsten:

In 2007, the City of San Clemente formed a Traffic Task Force to find solutions to traffic hot spots in San Clemente. As Chair of the task force, I work with the members to review congested intersections and roadway corridors. The task force also works with residents and partner agencies to remedy these congested areas, increase traffic flow and most importantly improve safety for motorists and pedestrians.

The best example of a successful partnership occurred last year between the City and Capistrano Unified School District and San Clemente High School to remedy a notable hot spot along Avenida Pico at San Clemente High School. We have received an overwhelming amount of positive public feedback from the improvements made to the parking lot and the street. Another hot spot we would like to remedy with the help of CUSD involves the area at Avenida Talega and Calle Portofino at Vista del Mar School. The City has been working with CUSD, Principals Adam Ochwat & Scott Young, and the PTA to determine possible solutions for the congestion during the AM and PM bell times. To date the City has completed improvements within the public right-of-way, which included:

- Modifying the traffic signal phases at the intersection of Avenida Talega and Calle Portofino in order to improve the traffic flow at the intersection.
- Eliminating the western crosswalk in order to improve pedestrian safety.
- Installing Electronic Speed Radar signs on Avenida Talega to calm the traffic during school hours.

Additional safety improvements are necessary to completely remedy this hot spot for the safety and security of the children, but are not within the City's ability because the identified improvements are on school property. We are very concerned that children continue to spill over onto the street as

they attempt to walk along the sidewalk. Therefore, we are seeking your support in moving these vital improvements forward, which in the short-term, include:

- Installing continuous sidewalks along the internal perimeter of the school parking lot.
- Widening of the sidewalk along Calle Portofino to accommodate the large flux of students.

In the long-term, the City would like to work with CUSD to eventually provide an entrance to the school from Avenida Talega, bringing even greater efficiency to this area. However, in these current times of fiscal uncertainty, we understand the budgetary constraints and severe hardships the district is facing. For this reason, we would like to work together to determine potential funding opportunities so that we can put these safety improvements in place. We are confident that together we can ensure the success of our ongoing partnership in the completion of this project and enhance pedestrian safety.

I have asked Traffic Task Force Representative Steve Mullen to follow up with you. In the meantime, feel free to contact me at (949) 361-8322.

Thank you for your time and consideration of these safety improvements.

Sincerely,



Lori Donchak
Mayor

cc: San Clemente Traffic Task Force

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

June 22, 2009

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

FROM: Dr. Bobbi Mahler, Interim Superintendent

SUBJECT: **AGENDA ITEM PLACEMENT REQUEST FROM LOCAL RESIDENT**

BACKGROUND INFORMATION

Board Policy 9322, **Agenda/Meeting Materials**, states that any member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting, Exhibit A.

CURRENT CONSIDERATIONS

On May 29, 2009, San Clemente resident Dawn Urbanek requested that an item be agendaized for the June 22, 2009 Board Meeting regarding converting San Juan Elementary School to a K-8.

Ms. Urbanek has been advised that she will have three minutes to address the Board.

FINANCIAL IMPLICATIONS

None.

STAFF RECOMMENDATION

There is no staff recommendation related to this item.

INFORMATION/
DISCUSSION

AGENDA/MEETING MATERIALS

Construction of Agenda

The Superintendent, as secretary of the Board of Trustees, shall be responsible to prepare the agenda for all meetings of the Board.

All agendas shall include the meeting time and place and a description of each business item to be transacted or discussed. All agendas shall be posted as required by law. (Government Code 54954.2)

(cf. 9320 - Meetings)

When constructing the agenda, the Superintendent will decide whether a request is within the subject matter jurisdiction of the Board and whether the agenda item is appropriate for discussion in open or closed session.

Any member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and submitted to the Superintendent with supporting documents and information, if any. The Superintendent shall place the matter on a future regular Board meeting agenda within 45 days of receipt of the request, taking into account orderly conduct of the District's business.

There is no requirement in state law that the Board take action on, or even deliberate about such an item. It must, however, be placed on the agenda and persons requesting to address the Board to a published agenda item will do so in accordance with the provisions set forth in Board Policy 9323, **Meeting Conduct**.

Board members may place any item on the agenda no later than 10 days before the scheduled meeting date. Board members may request that a topic be placed on the agenda which has been recently considered and acted upon by the Board, providing there is new and relevant information on the topic, but only for the purpose of Board members deciding whether or not to reconsider the topic. If the Board decides to reconsider the agenda topic, it shall do so at a future regular Board meeting.

Procedurally, a Board member intending to place an item on a future agenda will announce such an intention during the "Board Communications" portion of the Board meeting. Any Board member may request that staff time be committed to conducting research and/or providing appropriate background material to the Board related to the subject to be considered. A majority vote of the Board will direct that staff provide such background information. Any Board member may also request that the Board seek the Superintendent's recommendation regarding this item. A majority vote of the board will provide direction to the Superintendent as to whether a recommendation will be forthcoming.

AGENDA/MEETING MATERIALS (continued)

In accordance with the provisions of Board Policy 9323, Meeting Conduct, the Board shall also give members of the public the opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. An agenda item for such input shall be included on the agenda of regular Board meetings, but not on the agenda of special meetings or special emergency meeting Board agendas. The Board shall not take action on such matters at the meeting where the testimony is given. (Government Code 54954.3)

(cf. 9323 - Meeting Conduct)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

Addenda

An addenda to the agenda may be prepared to include any items requiring immediate action by the Board which were not available or were inadvertently omitted for inclusion on the original agenda. Items for the addenda may be submitted to the secretary by any member of the Board or staff members through Friday noon prior to the regular Board meeting on Monday.

(cf. 1120 - Governing Board Meetings)

(cf. 1312 - 1312.5 - Complaints Concerning Schools)

(cf. 3320 - Claims and Actions Against the District)

(cf. 5144.1 - Suspension/Expulsion)

(cf. 9323.1 - Order of Business)

(cf. 9323.2 - Actions by the Board)

Board Member Preparation

A copy of the agenda shall be forwarded to each Board member at least 72 hours before each regular meeting and special conference session meeting date, together with the Superintendent or designee's report, minutes to be approved, copies of communications, reports from committees, staff, citizens and others, and other available documents pertinent to the meeting. The Superintendent is responsible for the distribution of Board packets (which include the official agenda and all supporting information) on the Thursday preceding the Monday Board meeting.

When special meetings are called, the secretary shall make every effort to get the agenda and support materials to Board members at least 24 hours prior to the meeting.

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to obtain specific information on agenda items.

AGENDA/MEETING MATERIALS (continued)

Anonymous Letters

It shall be the policy of the Board not to introduce anonymous letters in the agendas for Board meetings.

Legal Reference:

EDUCATION CODE

35144 *Special meetings*

35145 *Public meetings*

35145.5 *Right of public to place matters on agenda*

GOVERNMENT CODE

54954.2 *Agenda posting requirements; board actions*

54954.3 *Agenda item allowing public input*

54956.5 *Emergency meetings*

54957.5 *Public records*

Bylaw

adopted: February 27, 1995

revised: February 12, 1998

revised: March 8, 1999

revised: August 13, 2001

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

