

Regular Meeting  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES

33122 Valle Road  
San Juan Capistrano, CA 92675

September 15, 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

\_\_\_\_\_

\_\_\_\_\_

Saam Alikhani, Student Advisor

\_\_\_\_\_

\_\_\_\_\_

**CLOSED SESSION COMMENTS**

**CLOSED SESSION**

**5:30 p.m.**

**REPORT ON CLOSED SESSION ACTION**

**SPECIAL RECOGNITIONS**

*Jillian Madrid—Nestle Very Best in Youth*

*Peggy Baerst, Candy Miller, and Gail Richard—New Staff Members*

*Capistrano Valley High School—California High School Exit Exam*

**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 #30      Election Waiver Request

**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 August 10, 2009, Regular Board Meeting.  
(Supporting Information)  
*Contact: Jane Boos, Manager, Board Office Operations* 1
2. ASSISTANCE LEAGUE CONTRACT: Approval, Resolution No. 0910-17, acceptance of 2009-10 Assistance League Contract for Operation School Bell.  
(Supporting Information)  
*Contact: Julie Hatchel, Chief Communications Officer* 9
3. ASSISTANCE LEAGUE CONTRACT: Approval, Resolution No. 0910-18, acceptance of 2009-10 Assistance League Contract for Middle School Gift Card Program.  
(Supporting Information)  
*Contact: Julie Hatchel, Chief Communications Officer* 15
4. ASSISTANCE LEAGUE CONTRACT: Approval, Resolution No. 0910-19, acceptance of 2009-10 Assistance League Contract for Kids on the Block.  
(Supporting Information)  
*Contact: Julie Hatchel, Chief Communications Officer* 21
5. ASSISTANCE LEAGUE CONTRACT: Approval, Resolution No. 0910-20, acceptance of 2009-10 Assistance League Contract for Hands On Literacy Program.  
(Supporting Information)  
*Contact: Julie Hatchel, Chief Communications Officer* 27
6. INTERNATIONAL WALK TO SCHOOL WEEK: Approval, Resolution No. 0910-29, proclaiming the week of October 5 through 9 as International Walk to School Week.  
(Supporting Information)  
*Contact: Julie Hatchel, Chief Communications Officer* 33

#### **CURRICULUM & INSTRUCTION**

7. SPECIAL EDUCATION: Approval, nonpublic school and agency contracts.  
(Supporting Information)  
*Contact: Pam Watkins, Executive Director, Elementary Support* 37
8. EXPULSION READMISSIONS: Approval, readmission of students from expulsion.  
(Supporting Information)  
*Contact: Pam Watkins, Executive Director, Elementary Support* 43

9. JOINT POWERS AGREEMENT: Approval, joint powers agreement for supplemental law enforcement services. 45  
(Supporting Information)  
*Contact: Pam Watkins, Executive Director, Elementary Support*
10. OUTDOOR SCIENCE SCHOOL PARTICIPATION: Approval, student participation in the Orange County Department of Education's Outdoor Science School and field programs for 2009-10. 59  
(Supporting Information)  
*Contact: Pam Watkins, Executive Director, Elementary Support*

## **BUSINESS & SUPPORT SERVICES**

11. PURCHASE ORDERS/WARRANTS/CONSULTING AGREEMENTS: 61  
Approval, Purchase Orders/Warrants/Consultant Agreements.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
12. DONATIONS: Approval, donations of funds/equipment. 115  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
13. TRAINING SERVICES: Approval, vehicle maintenance and driver training services for Anneliese's School. 117  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
14. PAPER SUPPLIES: Approval, authorization to use Bid No. 25-09 Santa Ana Unified School District for the purchase of school paper supplies. 127  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
15. VENDING AND BEVERAGE SERVICE: Approval, extension of Bid No. 0708-08, Vending and Beverage Serve districtwide, Coca Cola Bottling Company of Southern California. 167  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
16. BUS SERVICE: Approval, extension of Bid No. 0708-09, Co-curricular Bus Service. 191  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
17. VISTA DEL MAR SCHOOL: Approval, ratification of executed entry permit to construct additional sidewalk at Vista del Mar School. 205  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
18. RELOCATABLE BUILDINGS: Approval, final acceptance and Notice of Completion Bid No.0708-07, movement of relocatable buildings, Pacific MH Construction, Inc. 215  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
19. TRANSFER OF FUNDS: Approval, Resolution No. 0910-26, Transfer of Funds. 219  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

20. SIGNATURE AUTHORIZATION: Approval, Resolution No. 0910-27, Signature Authorization for district payroll documents related to warrant processing. (Supporting Information) 227  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
21. DELEGATION OF AUTHORITY: Approval, Resolution No. 0910-28, Delegation of Authority for Superintendent and designated district officials. (Supporting Information) 231  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
22. CONSULTING FIRM: Approval, appointment of consulting firm for environmental review and documentation related to compressed natural gas facility at Aliso Viejo transportation site. (Supporting Information) 235  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
23. GANN LIMIT: Approval, Resolution No. 0910-23, establishing Gann Limit for 2009-10. (Supporting Information) 249  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
24. PARS-ARS PLAN: Approval, IRS required restatement of the PARS-ARS Plan. (Supporting Information) 257  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
25. INSURANCE FUND TRANSFERS: Approval, Resolution No. 0910-24 to authorize transfers to the insurance funds and an interfund loan from the General Fund (fund 01) to the Health & Welfare Benefits Fund (Fund 69). (Supporting Information) 307  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
26. DISTRICT MATERIALS: Approval, authorization to sell obsolete and unusable district materials. (Supporting Information) 311  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

### **PERSONNEL SERVICES**

27. RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, classified personnel. (Supporting Information) 315  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*
28. RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, certificated personnel. (Supporting Information) 323  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*
29. CONTRACT ADDENDUM: Approval, Addendum #1 of the Contract for Employment of Deputy Superintendent, Business and Support Services. (Supporting Information) 331  
*Contact: Bobbi Mahler, Interim Superintendent*

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

ROLL CALL:

Student Advisor Saam Alikhani \_\_\_\_\_

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

30. **PUBLIC HEARING: ELECTION WAIVER REQUEST:** Consideration and approval, request to the State Board of Education for a waiver of Education Code Sections requiring an election on the question of changing the district's method of electing Board Members to a By-Trustee Area System (Education Code sections §33050-§33051).

(Supporting Information)

*Contact: Bobbi Mahler, Interim Superintendent*

DISCUSSION/  
ACTION

Vote \_\_\_\_\_

Page 339

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

ROLL CALL:

Student Advisor Saam Alikhani \_\_\_\_\_

Trustee Brick \_\_\_\_\_

Trustee Christensen \_\_\_\_\_

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

Trustee Lopez-Maddox \_\_\_\_\_

Trustee Palazzo \_\_\_\_\_

Trustee Winsten \_\_\_\_\_

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

31. **REINSTATEMENT OF PROGRAMS/SERVICES: MANAGEMENT PERSONNEL:** Consideration and approval, rescind layoff notice for .25 FTE position of Coordinator, Community Education.

(Supporting Information)

*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*

DISCUSSION/  
ACTION

Vote \_\_\_\_\_

Page 353

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

32. **PRELIMINARY FINANCIAL STATEMENTS:** Consideration and approval, preliminary 2008-09 financial statements (unaudited actuals) and Resolution No. 0910-25, to re-appropriate carryover funds.

(Supporting Information)

*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

DISCUSSION/  
ACTION

Vote \_\_\_\_\_

Page 355

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

ROLL CALL:

Student Advisor Saam Alikhani \_\_\_\_\_

Trustee Brick \_\_\_\_\_

Trustee Christensen \_\_\_\_\_

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

Trustee Lopez-Maddox \_\_\_\_\_

Trustee Palazzo \_\_\_\_\_

Trustee Winsten \_\_\_\_\_

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

33. **MAINTENANCE & OPERATION:** Update on completed summer projects and 2009-10 school site priority repair list.

(Supporting Information)

*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

INFORMATION/  
DISCUSSION

Page 389

34. **DIVISION OF STATE ARCHITECT:** Update of progress of Division of State Architect Project listing, work schedule and priorities.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

INFORMATION/  
DISCUSSION  
Page 411

35. **FACILITIES MASTER PLAN:** Update on long-range Facilities Needs Assessment.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

INFORMATION/  
DISCUSSION  
Page 431

36. **BOARD POLICY REVISION:** Consideration and approval, first reading of revisions to Board Policy 5111.1, *District Residency*.  
(Supporting Information)  
*Contact: Pam Watkins, Executive Director, Elementary Support*

DISCUSSION/  
ACTION  
Vote \_\_\_\_\_  
Page 433

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

**V. BOARD/SUPERINTENDENT COMMUNICATIONS**

**VI. ADJOURNMENT**

**THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON  
TUESDAY, OCTOBER 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](http://www.capousd.org)

## VII. CLOSED SESSION

REVISED

9-10-09

### 37. Closed Session (as authorized by law)

- A. CONFERENCE WITH LEGAL COUNSEL -  
ANTICIPATED LITIGATION  
Significant Exposure to Litigation – One Case  
Potential litigation with Whispering Hills LLC regarding acquisition of  
San Juan Hills High School site.  
*(Pursuant to Government Code §54956.9{b})*
- B. PARENT APPEAL  
Level 4 Complaint
- C. STUDENT EXPULSION  
Deliberations of Findings of Fact and Recommendations  
*(Pursuant to Education Code §48918(c) and §35145)*
- D. CONFERENCE WITH LEGAL COUNSEL–EXISTING LITIGATION  
Number of cases: Three Cases  
*(Pursuant to Government Code §54956.9{a})*  
  
Case No. 1  
ASCIP Claim No. 08-63474 DP  
Superior Court of the State of California  
County of Orange  
Case No. 30-2008 0011370  
Singletary v. Capistrano Unified School District  
  
Case No. 2  
ASCIP Claim No. 07-55105 JW  
Superior Court of the State of California  
County of Orange  
Case No.: 30-2008 00102487  
Case, et al v. Capistrano Unified School District and  
Case No. 30-2008 00101079  
Beall, et al v. Fleming, et al  
  
Case No. 3  
ASCIP Claim No. 08-67058 DP  
Superior Court of the State of California  
County of Orange  
Case No.: 30-2008 0011764  
Ortiz v. Capistrano Unified School District
- E. LIABILITY CLAIM  
  
ASCIP Claim No. 09-74594 DP  
Claimant: Gaita, J.  
*(Pursuant to Government Code §54956.95)*
- F. CONFERENCE WITH LEGAL COUNSEL–PENDING LITIGATION  
Number of cases: Three Cases  
*(Pursuant to Government Code §54956.9{a})*  
  
Case No. 1  
Superior Court of the State of California  
County of Orange  
Case Number 07CC10961  
Micon v. Meridian, et al

Case No. 2

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 USD

Case No. 3

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

G. CONFERENCE WITH CHIEF LABOR NEGOTIATOR

Agency designated representative:

John Rajcic, Chief Labor Negotiator

Employee Organization:

- 1) Capistrano Unified Education Association (CUEA)
- 2) Capistrano School Employees Association (CSEA)
- 3) Unrepresented Employees (CUMA)

*(Pursuant to Government Code §54957.6)*

H. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

*(Pursuant to Government Code §54957)*

I. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

- 1) Middle School Assistant Principal
- 2) High School Assistant Principal
- 3) Informal Dispute Resolution Specialist Consultant
- 4) Interim Deputy Superintendent, Personnel
- 5) Superintendent

*(Pursuant to Government Code §54957)*

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – REGULAR MEETING  
AUGUST 10, 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 six (6) student expulsions; hear two (2) Level 4 Complaint Appeals; confer with Legal Counsel regarding pending litigation (three cases); confer with Legal Counsel regarding anticipated litigation (2 cases); confer with Chief Labor Negotiator regarding CSEA/CUEA/CUMA 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 7:03 p.m.

The Pledge of Allegiance was led by Trustee Winsten.

Present: Trustees Addonizio, Brick, Bryson, Christensen, Lopez-Maddox, Palazzo, and Winsten

**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](http://www.capousd.org)** **Permanent Record**

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and carried unanimously to adopt the Board agenda. **Adoption of the Board Agenda**

President Addonizio reported the following action taken during closed session: **President's Report From Closed Session Meeting**

**Agenda Item #41 (B-4) – Student Expulsion:** The Board voted by a 6-1 vote to approve the following student expulsion with staff recommendations: Case #2009-160.

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

**Agenda Item #41 (B-5 thru B-6) – Student Expulsions:** It was moved by Trustee Winsten seconded by Trustee Bryson, and carried unanimously to expel the following students by stipulated agreement: Case #2010-002 and #2009-161.

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

**Agenda Item #41 (G-1 thru G-7) – Public Employee Appointment/Employment-Administrative Assignments:**

It was moved by Trustee Palazzo, seconded by Trustee Bryson, and carried unanimously to approve the appointment of Peggy Baerst as Principal, Kinoshita Elementary School.

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

It was moved by Trustee Palazzo, seconded by Trustee Bryson, and carried unanimously to approve the appointment of John Baker as Activities Director, Capistrano Valley High School.

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

NOES: None

It was moved by Trustee Bryson, seconded by Trustee Palazzo, and carried unanimously to approve the appointment of Jodee Brentlinger as Assistant Superintendent, Personnel Services.

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

NOES: None

It was moved by Trustee Bryson, seconded by Trustee Christensen, and carried unanimously to approve the adjustment to Deputy Superintendent Ron Lebs' contract that will be presented in open session in September.

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

NOES: None

It was moved by Trustee Bryson, seconded by Trustee Brick and carried unanimously to approve the appointment of Gail Richards as Consultant, Secondary Education.

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

NOES: None

It was moved by Trustee Bryson, seconded by Trustee Palazzo, and carried unanimously to approve the appointment of Karen "Candy" Miller as Consultant, Special Education.

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

NOES: None

It was moved by Trustee Bryson, seconded by Trustee Palazzo, and carried unanimously to approve the appointment of Stacy Yogi as Executive Director, State & Federal Programs.

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

NOES: None

Chief Communications Officer Julie Hatchel introduced the following people to receive special district recognition: New Principals Shelly Kurtz, Joe McGann, and Debi Culbertson; Dana Hills High School Boys' Track Team and Coaches; and George Avila of Mission Hospital for the Project Search partnership program.

**Special  
Recognition**

President Addonizio announced the public hearing open at 7:20 p.m. regarding the approval of Resolution No. 0910-06, Board of Trustees of CUSD conveying an easement for public utility purpose at Arroyo Vista School. 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 7:21 p.m.

**Public Hearing:  
Arroyo Vista  
Elementary School  
Agenda Item 13**

It was moved by Trustee Bryson, seconded by Trustee Brick, and carried unanimously to approve Resolution No. 0910-06, Board of Trustees of CUSD conveying an easement for public utility purpose at Arroyo Vista School.

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

There were no requests submitted.

**Oral  
Communications**

The following people addressed the Board on Agenda Item #30:

**Public Comment  
Agenda Item 30**

- *Stacy Baumann Tran and John Sherwood asked the Board to waive excessive CFD 98-1A fees being charged to Pacifica San Juan residents.*
- *Sam Allevato, San Juan Capistrano Councilmember, spoke in support of the district assisting Pacifica San Juan residents by making adjustments to the CFD 98-1A fees.*

President Addonizio asked Trustees for items they wished to pull from the Consent Calendar. Agenda Items #30 was pulled for further discussion.

**Items Pulled from  
the Consent  
Calendar**

## **CONSENT CALENDAR**

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

Minutes of the July 13, 2009, Regular Board Meeting and July 22, 2009, Special Board Meeting.

**Minutes  
Agenda Item 1**

Nonpublic school and agency contracts.

**Special Education  
Agenda Item 2**

Readmission of a student from expulsion: Case #2008-008.

**Expulsion  
Readmissions  
Agenda Item 3**

Petition to waive California Ed Code §50851(a)/Board Policy 6162.5—California High School Exit Examination: Case #0910-001 (ANHS) through 0910-008 (SERRA).

**California High  
School Exit Exam  
Agenda Item 4**

Resolution No. 0910-05, 2009/2010 California State Funded Preschool Contract.

**Preschool Contract  
Agenda Item 5**

Implementation of Interagency Agreement with the Department of Rehabilitation.

**Interagency  
Agreement  
Agenda Item 6**

Funding to support Adult Transition Program student participation in Mission Hospital Project Search.

**Mission Hospital  
Project Search  
Agenda Item 7**

Memorandum of Understanding with Irvine Unified School District, Job Access and Reverse Commute Program (JARC).

**Memorandum of  
Understanding  
Agenda Item 8**

Instructional materials recommended for adoption, International Baccalaureate (IB) secondary math textbook.	<b>Textbook Adoption Agenda Item 9</b>
Purchase Orders/Warrants/Consulting Agreements as listed.	<b>Purchase Orders/ Warrants/ Consulting Agreements Agenda Item 10</b>
Donations of funds and equipment.	<b>Donations Agenda Item 11</b>
Advertise for Request for Qualifications (RFQ) No. 4-0910, Demographic Consulting Services.	<b>Consulting Services Agenda Item 12</b>
Limited Use License Agreement between CUSD and SAMLARC for use of Arroyo Vista Park.	<b>Limited Use License Agreement Agenda Item 14</b>
Limited Use License Agreement between CUSD and SAMLARC for use of Tijeras Creek Park.	<b>Limited Use License Agreement Agenda Item 15</b>
Rejection of all bids for Bid No. 0910-10, HVAC Parts.	<b>HVAC Parts Agenda Item 16</b>
Final acceptance and Notice of Completion Bid No. 0809-10, Vista del Mar sidewalk.	<b>Vista del Mar Agenda Item 17</b>
Final Acceptance and Notice of Completion Bid No. 0708-16, San Juan Hills High School Stadium.	<b>San Juan Hills High School Agenda Item 18</b>
Authorization to use Bid No. 0809-1383, Los Angeles County Office of Education for purchase of standard school supplies.	<b>School Supplies Agenda Item 19</b>
Authorization to sell obsolete and unusable district materials.	<b>District Materials Agenda Item 20</b>
Award of Bid No. 0910-06, Bakery Products, David Castaneda Distributing.	<b>Bakery Products Agenda Item 21</b>
Extension of Bid No. 0809-03, Pizza Service for 2009/2010.	<b>Pizza Service Agenda Item 22</b>
Resolution No. 0910-07, authorizing and providing for the levy of a special tax within Community Facilities District (CFD) 87-1, Mission Viejo/Aliso Viejo, for fiscal year 2009-10.	<b>CFD 87-1 Agenda Item 23</b>
Resolution No. 0910-08, authorizing and providing for the levy of a special tax within improvement Area 1 of Community Facilities District (CFD) 90-2, Talega, for fiscal year 2009-10.	<b>CFD 90-2 Agenda Item 24</b>
Resolution No. 0910-09, authorizing and providing for the levy of a special tax within Community Facilities District (CFD) 90-2, Talega, for fiscal year 2009-10.	<b>CFD 90-2 Agenda Item 25</b>
Resolution No. 0910-10, authorizing and providing for the levy of a special tax within Community Facilities District (CFD) 94-1, Rancho Santa Margarita, for fiscal year 2009-10.	<b>CFD 94-1 Agenda Item 26</b>

Resolution No. 0910-011, authorizing and providing for the levy of a special tax within Community Facilities District (CFD) 98-2, Ladera, for fiscal year 2009-10. **CFD 98-2**  
**Agenda Item 27**

Resolution No. 0910-012, authorizing and providing for the levy of a special tax within Community Facilities District (CFD) 88-1, Rancho Santa Margarita, for fiscal year 2009-10. **CFD 88-1**  
**Agenda Item 28**

Resolution No. 0910-013, authorizing and providing for the levy of a special tax within Community Facilities District (CFD) 92-1, Las Flores, for fiscal year 2009-10. **CFD 92-1**  
**Agenda Item 29**

Resolution No. 0910-15, authorizing and providing for the levy of special tax within improvement Area 1 of Community Facilities District (CFD) 2004-1, Rancho Madrina, for fiscal year 2009-10. **CFD 2004-1**  
**Agenda Item 31**

Resignations, retirements, and employment of classified personnel. **Resignations/  
Retirements/  
Employment  
(Classified Personnel)**  
**Agenda Item 32**

Resignations, retirements, and employment of certificated personnel. **Resignations/  
Retirements/  
Employment  
(Certificated Personnel)**  
**Agenda Item 33**

Declaration of Need for Fully Qualified Educators. **Declaration of  
Need**  
**Agenda Item 34**

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

President Addonizio recognized Trustee Winsten who asked Councilmember Sam Allevato what the City of San Juan is doing to assist Pacifica San Juan residents. Following Mr. Allevato's answer Trustee Winsten asked Deputy Superintendent Ron Lebs the importance of approving Resolution No. 0910-14 at this meeting. Mr. Lebs explained that the Board needed to institute the tax levy at this meeting or forfeit collection of tax this year. **CFD 98-1A**  
**Agenda Item 30**

Trustee Winsten directed staff to form a joint task force with the City of San Juan Capistrano, County Tax Collector Chriss Street and community representatives from Pacifica San Juan to examine CFD 98-1A and find a resolution equitable for all parties. Staff is to report the progress of the joint task force to the Board in September and agendize in October with recommendations/action.

Following discussion, it was moved by Trustee Winsten, seconded by Trustee Christensen, and carried unanimously to approve Resolution No. 0910-14, authorizing and providing for the levy of special tax within improvement Area 1 of Community Facilities District (CFD) 98-1A, Pacifica San Juan, for fiscal year 2009-10.

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

## DISCUSSION/ACTION

President Addonizio recognized Interim Superintendent Bobbi Mahler who introduced general counsel Warren Kinsler who presented a PowerPoint on Changing Board Election Methodologies (PowerPoint is posted on the CUSD website).

**Election Waiver  
Process**  
Agenda Item 35

The following people addressed the Board:

- *Kevin Kirwan, Robert Fortmeier, Frank Thomas-Larkin, John Deshong, Linda Irwan (read a letter by Erin Kutnick) and Judy Jones all spoke in support of changing the method in which Trustees are elected and seeking a state waiver to save the district money.*

It was moved by Trustee Bryson, seconded by Trustee Palazzo, and motion carried by a 4-3 vote to direct staff, consultants and counsel to initiate the process of preparing and presenting a waiver request to the State Board of Education which seeks the waiver of those portions of Education Code Section 5019, all of Section 5020, portions of Section 5021 and 5030 necessary to avoid the significant expense of an election on the change to elections by trustee area.

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

It was moved by Trustee Winsten, seconded by Trustee Palazzo, and motion carried by a 5-2 vote to approve Resolution No. 0910-16, recommending that the Orange County Committee on School District Organization approve a transition to a "by trustee" area election process for the November 2012 General Board Member Election.

**Election Waiver  
Process-Resolution**  
Agenda Item 35A

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

It was moved by Trustee Bryson, seconded by Trustee Brick, and carried unanimously to approve revisions to Board Bylaw 9320, *Meetings*.

**Board Bylaw  
Revision**  
Agenda Item 36

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and carried unanimously to approve revised School Board Meeting Schedule for the period August 2009 through June 2010.

**School Board  
Meeting Schedule**  
Agenda Item 37

It was moved by Trustee Bryson, seconded by Trustee Palazzo, and carried unanimously to approve giving the Interim Superintendent the authority to offer employment contracts for consultants for interim management positions within designated parameters.

**Employment  
Contracts-Interim  
Management  
Positions**  
Agenda Item 38

It was moved by Trustee Bryson seconded by Trustee Brick, and motion failed by a 1-6 vote to move forward with the selection of one of the two search firms selected by the subcommittee as an executive firm to provide services related to the recruitment and selection of a new superintendent.

**Superintendent  
Search Firm**  
Agenda Item 39

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

Staff was directed to develop a brochure that describes the qualifications, experience requirements, and general profile for individuals seeking the superintendent position. Brochure to include goals and mission statement of the district.

Trustee Christensen requested that staff advertise for competent people outside of using a search firm. Trustee Christensen is concerned that the superintendent profile may narrow selection by excluding qualified persons outside of the education arena.

Following discussion, it was moved by Trustee Winsten, seconded by Trustee Bryson, and motion failed by a 3-4 vote to hire Hazard, Young, Attea and Associates.

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

Prior to the vote on Trustee Winsten's motion above, Trustees Bryson and Brick rescinded their failed motion. Trustees voted to rescind the motion but it failed by a 3-4 vote.

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

Following further discussion, it was moved by Trustee Maddox, seconded by Trustee Christensen, and motion carried by a 5-2 vote to prepare a superintendent profile as well as bring the two search firms who made presentations on May 25, 2008 back for Board consideration.

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

President Addonizio recognized resident Tony Hoover to address the Board regarding the completion of the San Juan Hills High School stadium and athletic facilities. Mr. Hoover asked the Board to move forward with completing the stadium.

**Citizen Request  
Agenda Item 40**

The following people addressed the Board:

- *Ali O'Modhrain and Thomas Gore spoke in support of completing the stadium as was promised parents and students when the school opened.*

The Board recessed to closed session at 10:03 p.m. to continue discussions of the remaining closed session items.

The Board reconvened to open session at 10:41 p.m. President Addonizio reported the following action taken during closed session:

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

**Agenda Item #41 (B-1 thru B-3) – Student Expulsions:** The Board voted by a 7-0 vote to approve the following student expulsions with staff recommendations: Case #2009-147, Case #2009-153, and Case #2009-155.

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

**Agenda Item #41 (C-1) – Parent Appeal - Level 4 Complaint Appeal:** It was moved by Trustee Winsten, seconded by Trustee Bryson, and motion carried by a 6–1 vote to uphold staff recommendations.

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

NOES: Trustee Christensen

**Agenda Item #41 (C-2) – Parent Appeal - Level 4 Complaint Appeal:** It was moved by Trustee Bryson, seconded by Trustee Winsten, and carried unanimously to uphold staff recommendations.

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

NOES: None

The meeting adjourned at 10:42 p.m.

---

Board Clerk

---

Secretary, Board of Trustees

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 2009

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

FROM: Julie Hatchel, Chief Communications Officer

SUBJECT: **APPROVAL: RESOLUTION NO. 0910-17: ACCEPTANCE OF 2009/10  
ASSISTANCE LEAGUE CONTRACT FOR OPERATION SCHOOL BELL**

---

**BACKGROUND INFORMATION**

Each year the Capistrano Unified School District partners with the Assistance League of Capistrano Valley (ALCV) to provide suitable new school clothing to school children in need through the Operation School Bell philanthropic project.

The ALCV furnishes appropriate new school clothing, free of charge, to CUSD students, as referred by authorized school personnel. The target population is students in grades K-5 and two district preschools. ALCV currently serves schools in San Clemente, Aliso Viejo, San Juan Capistrano, Laguna Niguel, Capistrano Beach, and Dana Point. ALCV operates out of the Operation School Bell facility, which is located at Palisades Elementary School and visits the following elementary school sites to provide services at their request: San Juan, Kinoshita, Las Palmas, R.H. Dana, and Del Obispo.

**CURRENT CONSIDERATIONS**

This agenda item requests Board approval of Resolution No. 0910-17, Exhibit A, to accept the Agreement Between Assistance League of Capistrano Valley and the Capistrano Unified School District for the Operation School Bell philanthropic program, Exhibit B.

**FINANCIAL IMPLICATIONS**

There is no adverse financial impact to the Capistrano Unified School District.

**STAFF RECOMMENDATION**

It is respectfully recommended that the Board approve Resolution No. 0910-17, Exhibit A, to accept the contract agreement for the Assistance League of Capistrano Valley Operation School Bell philanthropic program.



**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

**RESOLUTION NO. 0910-17**

**RESOLUTION FOR ACCEPTANCE OF CONTRACT AGREEMENT**

**BE IT RESOLVED** that the Governing Board of Capistrano Unified School District authorized entering into local agreement Resolution Number 0910-17 with the Assistance League of Capistrano Valley for the purpose of providing assistance to children in need through the Operation School Bell philanthropic program and that the person who is listed below is authorized to sign the transaction for the Governing Board for the Fiscal Year 2009/2010.

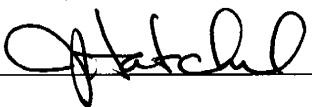
Name

Title

Signature

Julie Hatchel

Chief Communications Officer



**PASSED AND ADOPTED THIS 15<sup>th</sup> DAY OF September 2009**, by the Governing Board of Capistrano Unified School District of Orange County, California.

I, \_\_\_\_\_, Secretary to the Board of Trustees of Capistrano Unified School District of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.



AGREEMENT BETWEEN  
ASSISTANCE LEAGUE OF CAPISTRANO VALLEY  
A CHAPTER OF NATIONAL ASSISTANCE LEAGUE  
and the  
CAPISTRANO UNIFIED SCHOOL DISTRICT

This agreement is entered into by Assistance League of Capistrano Valley® (ALCV), P. O. Box 133, San Juan Capistrano, CA 92693, and the Capistrano Unified School district (CUSD), located at 33122 Valle Rd., San Juan Capistrano, CA 92675.

**I. PHILANTHROPIC PROJECT**

OPERATION SCHOOL BELL® is a philanthropic project designed to provide suitable new school clothing to school children in need.

**II. OBLIGATIONS OF ALCV**

A. ALCV will furnish appropriate new school clothing, free of charge, to students in need from CUSD, as referred by authorized school personnel, up to a predetermined budget amount approved by ALCV. The target population will be students in grades K-5 and two district-sanctioned preschools. All requests for shoes and clothing must come from school-related officials. ALCV currently serves CUSD schools in San Clemente, Aliso Viejo, San Juan Capistrano, Laguna Niguel, Capistrano Beach, and Dana Point.

**B. Volunteer Services and Location**

ALCV will provide at least two members per staffing day in 3-4 hour shifts after school hours at the Operation School Bell facility, which is located at Palisades Elementary School, 26462 Via Sacramento, Capistrano Beach, California. ALCV will visit the school sites of the following schools with the clothing, at their request: San Juan Elementary, Kinoshita Elementary, Las Palmas Elementary, R. H. Dana Elementary, and Del Obispo Elementary.

**C. Financial Support**

All financial obligations relative to the purchase of the clothing will be assumed by ALCV. No funds will be provided to the schools or children. ALCV shall maintain liability insurance coverage for this project.

D. ALCV will provide staff information, parent letters and permission slips, procedure sheets, and appointment schedules to each participating school.

E. ALCV shall review project annually with input from school personnel.

**III. OBLIGATIONS OF CUSD**

A. Each school principal will appoint a contact person to interface with ALCV.

B. Screening and referral of a child in need shall be made by authorized school personnel. Appointments shall be made on the appointment sheet which will be supplied to each school by designated ALCV representative.

**IV. PUBLIC RELATIONS**


A. ALCV shall have sole identification with OPERATION SCHOOL BELL®.

B. ALCV shall have complete control of all publicity releases, brochures and other written material connected with this project.

C. Photos and names of recipients cannot be used without written permission of those directly involved.

V. RENEWAL AND TERMINATION OF AGREEMENT

This agreement will be renewed at the start of each school year, although it is in the intention of the Assistance League of Capistrano Valley to continue this project for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this project by giving sixty days notice to the other party. In the case of termination all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

  
\_\_\_\_\_  
President  
Assistance League of Capistrano Valley

8/6/09  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary  
Assistance League of Capistrano Valley

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Vice President, Philanthropy  
Assistance League of Capistrano Valley

8/6/09  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent of Schools  
Capistrano Unified School District

\_\_\_\_\_  
Date

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 2009

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

FROM: Julie Hatchel, Chief Communications Officer

SUBJECT: **APPROVAL: RESOLUTION NO. 0910-18: ACCEPTANCE OF 2009/10  
ASSISTANCE LEAGUE CONTRACT FOR MIDDLE SCHOOL GIFT CARD  
PROGRAM**

---

**BACKGROUND INFORMATION**

Each year the Capistrano Unified School District partners with the Assistance League of Capistrano Valley (ALCV) to provide suitable new school clothing to school children in need through the Middle School Gift Card Program philanthropic project.

The ALCV furnishes appropriate new school clothing, free of charge, to CUSD students, as referred by authorized school personnel. The target population is students in middle school and from the district's McKinney-Vento program. ALCV currently serves schools in San Clemente, Aliso Viejo, San Juan Capistrano, Laguna Niguel, Capistrano Beach, and Dana Point.

**CURRENT CONSIDERATIONS**

This agenda item requests Board approval of Resolution No. 09-10-18, Exhibit A, to accept the Agreement between the Assistance League of Capistrano Valley and the Capistrano Unified School District for the Middle School Gift Card philanthropic program, Exhibit B.

**FINANCIAL IMPLICATIONS**

There is no adverse financial impact to the Capistrano Unified School District.

**STAFF RECOMMENDATION**

It is respectfully recommended that the Board approve Resolution No. 0910-18, Exhibit A, to accept the contract agreement for the Assistance League of Capistrano Valley Middle School Gift Card philanthropic program.

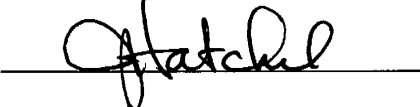


**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
San Juan Capistrano, California

**RESOLUTION NO. 0910-18**

**RESOLUTION FOR ACCEPTANCE OF CONTRACT AGREEMENT**

**BE IT RESOLVED** that the Governing Board of Capistrano Unified School District authorized entering into local agreement Resolution No. 0910-18 with the Assistance League of Capistrano Valley for the purpose of providing assistance to children in need through the Middle School Gift Card philanthropic program and that the person who is listed below is authorized to sign the transaction for the Governing Board for the Fiscal Year 2009/10.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Julie Hatchel	Chief Communications Officer	

**PASSED AND ADOPTED THIS 15<sup>th</sup> DAY OF September 2009**, by the Governing Board of Capistrano Unified School District of Orange County, California.

I, \_\_\_\_\_, Secretary to the Board of Trustees of Capistrano Unified School District of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.



# MIDDLE SCHOOL GIFT CARD PROGRAM

AGREEMENT BETWEEN  
ASSISTANCE LEAGUE OF CAPISTRANO VALLEY  
A CHAPTER OF NATIONAL ASSISTANCE LEAGUE  
and the  
CAPISTRANO UNIFIED SCHOOL DISTRICT

This agreement is entered into by Assistance League of Capistrano Valley® (ALCV), P. O. Box 133, San Juan Capistrano, CA 92693, and the Capistrano Unified School district (CUSD), located at 33122 Valle Rd., San Juan Capistrano, CA 92675.

## I. PHILANTHROPIC PROJECT

The Middle School Gift Card Program is a philanthropic project designed to provide store gift cards for the purchase of new school clothing and supplies for children in need in middle school and also in the district's McKinney-Vento program.

## II. OBLIGATIONS OF ALCV

A. ALCV will furnish Kohl's gift cards in the amount of \$100, free of charge, to students in need from CUSD, as referred by authorized school personnel, up to a predetermined budget amount approved by ALCV. Students are to use the funds to purchase clothing, school supplies, and toiletries. The target population will be students in CUSD middle schools. ALCV currently serves CUSD schools in San Clemente, Aliso Viejo, San Juan Capistrano, Laguna Niguel, Capistrano Beach, and Dana Point.

### B. Volunteer Services and Location

ALCV will provide at least two members per staffing day on designated Saturdays at Kohl's department store in Laguna Niguel. ALCV staff will meet with students to have students sign a contract agreeing to use the gift card only for permitted items.

### C. Financial Support

All financial obligations relative to the purchase of the gift cards will be assumed by ALCV. ALCV shall maintain liability insurance coverage for this project.

D. ALCV will provide needed forms and information to each middle school in the program.

E. ALCV shall review project annually with input from school personnel.

## III. OBLIGATIONS OF CUSD

A. Each school principal will appoint a contact person to interface with ALCV.

B. Screening and referral of a child in need shall be made by authorized school personnel. Appointments shall be made by the school contact person on the appointment sheet supplied to each school by ALCV.

## IV. PUBLIC RELATIONS

A. ALCV shall have sole identification with OPERATION SCHOOL BELL®.


B. ALCV shall have complete control of all publicity releases, brochures and other written material connected with this project.

C. Photos and names of recipients cannot be used without written permission of those directly involved.

## MIDDLE SCHOOL GIFT CARD PROGRAM

### V. RENEWAL AND TERMINATION OF AGREEMENT

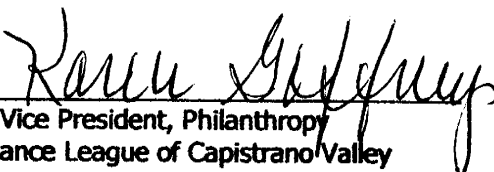
This agreement will be renewed at the start of each school year, although it is in the intention of the Assistance League of Capistrano Valley to continue this project for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this project by giving sixty days notice to the other party. In the case of termination all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

  
President  
Assistance League of Capistrano Valley

8/6/09  
Date

\_\_\_\_\_  
Secretary  
Assistance League of Capistrano Valley

\_\_\_\_\_  
Date

  
Vice President, Philanthropy  
Assistance League of Capistrano Valley

8/06/09  
Date

\_\_\_\_\_  
Superintendent of Schools  
Capistrano Unified School District

\_\_\_\_\_  
Date

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 2009

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

FROM: Julie Hatchel, Chief Communications Officer

SUBJECT: **APPROVAL: RESOLUTION NO. 0910-19 ACCEPTANCE OF 2009/10  
ASSISTANCE LEAGUE CONTRACT FOR KIDS ON THE BLOCK  
PHILANTHROPIC PROGRAM**

---

**BACKGROUND INFORMATION**

Each year the Capistrano Unified School District partners with the Assistance League of Capistrano Valley (ALCV) to provide the Kids on the Block philanthropic program, encouraging diversity and sensitivity to handicaps and various social issues through the use of life-size puppets in skits performed by ALCV puppeteers.

**CURRENT CONSIDERATIONS**

This agenda item requests Board approval of Resolution No. 0910-19, Exhibit A, to accept the Agreement Between Assistance League of Capistrano Valley and the Capistrano Unified School District for the Kids on the Block philanthropic program, Exhibit B.

**FINANCIAL IMPLICATIONS**

There is no adverse financial impact to the Capistrano Unified School District.

**STAFF RECOMMENDATION**

It is respectfully recommended that the Board approve Resolution No. 0910-19, Exhibit A, to accept the contract agreement for the Assistance League of Capistrano Valley Kids on the Block philanthropic program.



**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

**RESOLUTION NO. 0910-19**

**RESOLUTION FOR ACCEPTANCE OF CONTRACT AGREEMENT**

**BE IT RESOLVED** that the Governing Board of Capistrano Unified School District authorized entering into local agreement Resolution No. 0910-19 with the Assistance League of Capistrano Valley for the purpose of providing assistance to children in need through the Middle School Gift Card philanthropic program and that the person who is listed below is authorized to sign the transaction for the Governing Board for the Fiscal Year 2009/10.

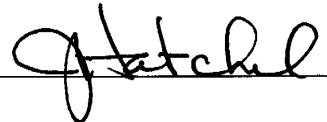
Name

Title

Signature

Julie Hatchel

Chief Communications Officer

\_\_\_\_\_

**PASSED AND ADOPTED THIS 15<sup>th</sup> DAY OF September 2009**, by the Governing Board of Capistrano Unified School District of Orange County, California.

I, \_\_\_\_\_, Secretary to the Board of Trustees of Capistrano Unified School District of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.



AGREEMENT BETWEEN  
ASSISTANCE LEAGUE OF CAPISTRANO VALLEY  
A CHAPTER OF NATIONAL ASSISTANCE LEAGUE  
and the  
CAPISTRANO UNIFIED SCHOOL DISTRICT

This agreement is entered into by Assistance League of Capistrano Valley® (ALCV), P. O. Box 133, San Juan Capistrano, CA 92693, and the Capistrano Unified School District (CUSD), located at 33122 Valle Rd., San Juan Capistrano, CA 92675.

**I. PHILANTHROPIC PROJECT**

Kids on the Block (KOB) is a philanthropy that encourages diversity and sensitivity to handicaps and various social issues through the use of life-size puppets in skits performed by ALCV puppeteers.

**II. OBLIGATIONS OF ALCV**

A. Volunteers of the ALCV shall present the puppet shows to elementary students (K-5<sup>th</sup> grade). Each presentation contains an interactive discussion with the students.

B. Presentations shall be arranged at the request of the individual schools and/or their representatives, e.g., PTA.

C. The puppets and props shall be supported financially by and will remain the sole property of ALCV.

D. ALCV retains the right to make KOB presentations to other school districts and groups.

E. ALCV will review the project annually with input from school personnel.

**III. OBLIGATIONS OF CUSD**

A. Each school shall provide a suitable location for the presentation.

B. CUSD is in no way financially responsible for this project.

C. CUSD shall not hold ALCV responsible for any problems that may arise.

D. CUSD shall maintain proper liability insurance for its own personnel and its students.

**IV. PUBLIC RELATIONS**

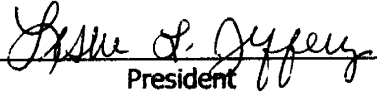
A. ALCV shall maintain sole identification of Kids on the Block.

B. ALCV shall have complete control of all publicity releases, brochures and other written materials connected with this project.

C. Photos and names of students cannot be used without written permission of those directly involved.

## V. RENEWAL AND TERMINATION OF AGREEMENT

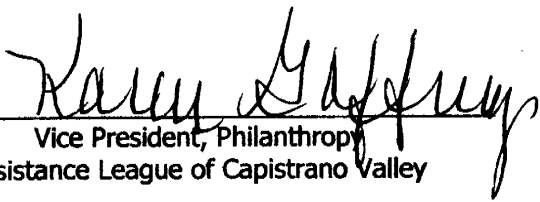
This agreement will be renewed at the start of each school year, although it is in the intention of the Assistance League of Capistrano Valley to continue this project for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this project by giving sixty days notice to the other party. In the case of termination, all assets shall be returned to the rightful owners as set forth in this agreement. Neither party shall have any further obligations.

  
President  
Assistance League of Capistrano Valley

8/6/09  
Date

\_\_\_\_\_  
Secretary  
Assistance League of Capistrano Valley

\_\_\_\_\_  
Date

  
Vice President, Philanthropy  
Assistance League of Capistrano Valley

8/6/09  
Date

\_\_\_\_\_  
Superintendent of Schools  
Capistrano Unified School District

\_\_\_\_\_  
Date

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 2009

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

FROM: Julie Hatchel, Chief Communications Officer

SUBJECT: **APPROVAL: RESOLUTION NO. 0910-20: ACCEPTANCE OF 2009/10  
ASSISTANCE LEAGUE CONTRACT FOR HANDS ON LITERACY  
PROGRAM**

---

**BACKGROUND INFORMATION**

Each year the Capistrano Unified School District partners with the Assistance League of Capistrano Valley (ALCV) to provide the Hands On Literacy Program, offering reading assistance for hearing and communication handicapped students in Special Day Classes at appointed schools.

**CURRENT CONSIDERATIONS**

This agenda item requests Board approval of Resolution No. 0910-20, Exhibit A, to accept the Agreement Between Assistance League of Capistrano Valley and the Capistrano Unified School District for the Hands On Literacy Program, Exhibit B.

**FINANCIAL IMPLICATIONS**

There is no adverse financial impact to the Capistrano Unified School District.

**STAFF RECOMMENDATION**

It is respectfully recommended that the Board approve Resolution No. 0910-20, Exhibit A, to accept the contract agreement for the Assistance League of Capistrano Valley Hands On Literacy philanthropic program.



**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

**RESOLUTION NO. 0910-20**

**RESOLUTION FOR ACCEPTANCE OF CONTRACT AGREEMENT**

**BE IT RESOLVED** that the Governing Board of Capistrano Unified School District authorized entering into local agreement Resolution No. 0910-20 with the Assistance League of Capistrano Valley for the purpose of providing reading assistance for hearing and communication handicapped students through the Hands On Literacy Project philanthropic program and that the person who is listed below is authorized to sign the transaction for the Governing Board for the Fiscal Year 2009/10.

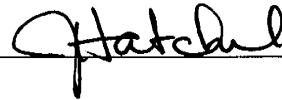
Name

Title

Signature

Julie Hatchel

Chief Communications Officer

\_\_\_\_\_

**PASSED AND ADOPTED THIS 15<sup>th</sup> DAY OF September 2009**, by the Governing Board of Capistrano Unified School District of Orange County, California.

I, \_\_\_\_\_, Secretary to the Board of Trustees of Capistrano Unified School District of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.



AGREEMENT BETWEEN  
ASSISTANCE LEAGUE OF CAPISTRANO VALLEY  
A CHAPTER OF NATIONAL ASSISTANCE LEAGUE  
and the  
CAPISTRANO UNIFIED SCHOOL DISTRICT

This agreement is entered into by Assistance League of Capistrano Valley® (ALCV), P. O. Box 133, San Juan Capistrano, CA 92693, and the Capistrano Unified School district (CUSD), located at 33122 Valle Rd., San Juan Capistrano, CA 92675.

**I. PHILANTHROPIC PROJECT**

HANDS ON LITERACY PROGRAM (HOLP) is a philanthropic project that provides reading assistance for hearing and communication handicapped students in Special Day Classes at appointed schools.

**II. OBLIGATIONS OF ALCV**

A. ALCV volunteer members shall staff this project and will assist the students where one-on-one help is useful.

B. Reading books and reference materials may be provided for the students at the discretion of ALCV.

C. Any and all materials provided by ALCV to the program shall remain with the Special Day Classes should the teacher leave the district.

D. ALCV will review project annually with input from school personnel.

E. ALCV shall maintain adequate liability insurance coverage for this project.

**III. OBLIGATIONS OF CUSD**

A. CUSD is in no way financially responsible for this project.

B. CUSD shall not hold ALCV responsible for any problems that may arise.

C. CUSD shall maintain proper liability insurance for its own personnel and for the students.

D. CUSD's principals and teachers shall be responsible for selecting students in need of reading assistance.

**IV. PUBLIC RELATIONS**

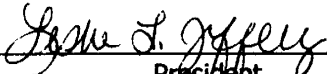
A. ALCV shall have sole identification with HOLP.

B. ALCV shall have complete control of all publicity releases, brochures and other written material connected with this project.

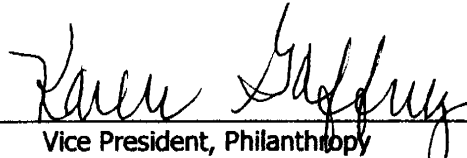
C. Photos and names of students cannot be used without written permission of those directly involved.

## V. RENEWAL AND TERMINATION

This agreement will be renewed at the start of each school year, although it is in the intention of the Assistance League of Capistrano Valley to continue this project for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this project by giving sixty days notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

  
President  
Assistance League of Capistrano Valley

8/6/09  
Date

\_\_\_\_\_  
Secretary  
Assistance League of Capistrano Valley  
  
Vice President, Philanthropy  
Assistance League of Capistrano Valley

\_\_\_\_\_  
Date  
8/6/09  
Date

\_\_\_\_\_  
Superintendent of Schools  
Capistrano Unified School District

\_\_\_\_\_  
Date

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 2009

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

FROM: Julie Hatchel, Chief Communications Officer

SUBJECT: **INTERNATIONAL WALK TO SCHOOL DAY & WALK TO SCHOOL  
WEEK – RESOLUTION NO. 0910-29**

---

**BACKGROUND INFORMATION**

October 7, 2009, has been designated as International Walk to School Day, sponsored by the National Center for Safe Routes to School, the U.S. Department of Transportation, and the Centers for Disease Control and Prevention. Each year, a special day in October is set aside specifically to encourage walking or bicycling to school and to educate children about the health and environmental benefits, as well as safety of walking/bicycling to school.

**CURRENT CONSIDERATIONS**

This agenda item recommends to the Board of Trustees the approval of Resolution No. 0910-29, Exhibit A, whereby the Board of Trustees officially recognizes October 7 as International Walk to School Day and further recognizes October 5 through 9 as Walk to School Week.

This resolution will serve as official notice to all employees, as well as all citizens of Capistrano Unified School District, of the Board's recognition of International Walk to School Day and Walk to School Week.

**FINANCIAL IMPLICATIONS**

None.

**STAFF RECOMMENDATION**

It is respectfully recommended the Board of Trustees approve Resolution No. 0910-29, Exhibit A, recognizing October 7 as International Walk to School Day and October 5 through 9 as Walk to School Week.



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**RESOLUTION NO. 0910-29**

**INTERNATIONAL WALK TO SCHOOL DAY & WALK TO SCHOOL WEEK**

**WHEREAS**, hundreds of children could be saved each year if communities take steps to make pedestrian safety a priority;

**WHEREAS**, a lack of physical activity plays a leading role in rising rates of obesity, diabetes and other health problems among children and being able to walk or bicycle to school offers an opportunity to build activity into daily routine;

**WHEREAS**, driving students to school by private vehicle contributes to traffic congestion and air pollution;

**WHEREAS**, an important role for parents and caregivers is to teach children about pedestrian safety and become aware of the difficulties and dangers that children face on their trip to school each day and the health and environmental risks related to physical inactivity and air pollution;

**WHEREAS**, community members and leaders should make a plan to make immediate changes to enable children to safely walk and bicycle in our communities and develop a list of suggestions for improvements that will encourage an increase in the amount of students walking and biking to school over time;

**WHEREAS**, children, parents and community leaders around the world are joining together to walk to school and evaluate walking and bicycling conditions in their communities.

**NOW, THEREFORE, BE IT RESOLVED** that The Capistrano Unified School District Board of Trustees proclaim October 7 as International Walk to School Day and the week of October 5 through 9 as Walk to School Week and encourages everyone to consider the safety and health of children this week and throughout the year by walking or bicycling to school.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of September, 2009, by the Governing Board of Capistrano Unified School District of Orange County, California.

---

Secretary to the Board of Trustees



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 2009

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

FROM: Candy Miller, Special Education Consultant

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

September 15, 2009

Page 2

Master Contracts:

1. RELATED SERVICES

Provider:	CARD	Justification:
Student:	1 Student	Mandated by
Services:	Educational counseling, clinic and Supervision	IEP Services and Support
Period Covered:	09/01/09 – 06/30/10	
Total Cost:	\$32,693.00	

2. PARENT REIMBURSEMENT:

Provider:	Parent	Justification:
Student:	1 Student	Mandated by
Services:	Speech and Language Services	IEP Services and Support
Period Covered:	07/01/09 – 06/30/10	
Total Cost:	\$5,700.00	

3. PARENT REIMBURSEMENT:

Provider:	Parent	Justification:
Student:	1 Student	Mandated by
Services:	Speech and Language Services	IEP Services and Support
Period Covered:	07/01/09 – 06/30/10	
Total Cost:	\$5,700.00	

4. PARENT REIMBURSEMENT:

Provider:	Parent	Justification:
Student:	1 Student	Mandated by
Services:	Mileage	IEP Services and Support
Period Covered:	07/01/09 – 06/30/10	
Total Cost:	\$1,333.80	

5. RELATED SERVICES:

Provider:	Oceanview School	Justification:
Student:	1 Student	Mandated by
Services:	Speech Therapy	IEP Services and Support
Services:	Transportation	
Period Covered:	07/01/09 – 06/30/10	
Hours/Rate:	40 @ \$120.00	
Days/Rate:	30 @ \$60.00	
Total Cost:	\$6,600.00	

6. RELATED SERVICES:

Provider:	Griffith Center	Justification:
Student:	1 Student	Mandated by
Services:	Airfare for Return from RTC	IEP Services and Support
Period Covered:	05/29/09	
Total Cost:	\$110.20	

7. TUITION:

Provider:	Blind Children's Learning Center	Justification:
Student:	1 Student	Mandated by
Services:	Tuition	IEP Services and Support
Services:	Speech Therapy	
Services:	Occupational Therapy	
Services:	Orientation and Mobility	
Period Covered:	07/01/09 – 06/30/10	
Days/Rate:	39 @ \$139.00	
Hours/Rate:	7 @ \$90.00	
Hours /Rate:	11 @ \$90.00	
Hours /Rate:	7 @ \$90.00	
Total Cost:	\$7,671.00	

8. PARENT REIMBURSEMENT:

Provider:	Parent	Justification:
Student:	1 Student	Mandated by
Services:	RTC Visit	IEP Services and Support
Period Covered:	07/01/09 – 06/30/10	
Trips/Rate:	6 @ \$700.00	
Total Cost:	\$4,200.00	

9. TUITION:

Provider:	Therapeutic Ed Center-Canal St Elem	Justification:
Student:	1 Student	Mandated by
Services:	Tuition	IEP Services and Support
Services:	Transportation	
Period Covered:	07/01/09 – 06/30/10	
Days/Rate:	209 @ \$163.00	
Days/Rate:	209 @ \$62.00	
Total Cost:	\$47,025.00	

10. TUITION:

Provider:	Therapeutic Ed Center-Canal St Elem	Justification:
Student:	1 Student	Mandated by
Services:	Tuition	IEP Services and Support
Services:	Transportation	
Period Covered:	07/01/09 – 06/30/10	
Days/Rate:	209 @ \$163.00	
Days/Rate:	209 @ \$62.00	
Total Cost:	\$47,025.00	

SPECIAL EDUCATION

September 15, 2009

Page 4

11. TUITION:

Provider:	Therapeutic Ed Center-Canal St Elem	Justification:
Student:	1 Student	Mandated by
Services:	Tuition	IEP Services and Support
Services:	1:1 Aide	
Services:	Transportation	
Period Covered:	07/01/09 – 06/30/10	
Days/Rate:	209 @ \$163.00	
Days/Rate:	209 @ \$105.00	
Days/Rate:	209 @ \$62.00	
Total Cost:	\$68,970.00	

12. TUITION:

Provider:	Therapeutic Ed Center-Canal St Elem	Justification:
Student:	1 Student	Mandated by
Services:	Tuition	IEP Services and Support
Services:	Transportation	
Period Covered:	07/01/09 – 06/30/10	
Days/Rate:	209 @ \$163.00	
Days/Rate:	209 @ \$52.00	
Total Cost:	\$44,935.00	

13. TUITION:

Provider:	Therapeutic Ed Center-Canal St Elem	Justification:
Student:	1 Student	Mandated by
Services:	Tuition	IEP Services and Support
Services:	Transportation	
Period Covered:	07/01/09 – 06/30/10	
Days/Rate:	209 @ \$163.00	
Days/Rate:	209 @ \$62.00	
Total Cost:	\$47,025.00	

14. TUITION:

Provider:	Red Rock Canyon School	Justification:
Student:	1 Student	Mandated by
Services:	Tuition	IEP Services and Support
Period Covered:	07/11/09 – 06/30/10	
Days/Rate:	232 @ \$125.00	
Total Cost:	\$29,000.00	

15. TUITION:

Provider:	Shiloh Treatment Center	Justification:
Student:	1 Student	Mandated by
Services:	Tuition	IEP Services and Support
Period Covered:	08/21/09 – 06/30/10	
Days/Rate:	195 @ \$159.00	
Total Cost:	\$31,005.00	

SPECIAL EDUCATION

September 15, 2009

Page 5

16. PARENT REIMBURSEMENT:

Provider:	Parent	Justification:
Student:	1 Student	Mandated by
Services:	RTC Visit	IEP Services and Support
Period Covered:	08/21/09 – 06/30/10	
Trips/Rate:	3 @ \$700.00	
Total Cost:	\$2,100.00	

17. PARENT REIMBURSEMENT:

Provider:	Parent	Justification
Student:	1 Student	Mandated by Settlement
Service:	Mileage Expenses	Agreement
Date of Agreement:	07/23/09	
Total Cost:	\$2,000.00	

18. PARENT REIMBURSEMENT: Law Office of Warren Finn Trust Account

Provider:	Parent	Justification
Student:	2 Students	Mandated by Settlement
Service:	Educational Expenses	Agreement
Date of Agreement:	07/21/09	
Total Cost:	\$2,500.00	

19. PARENT REIMBURSEMENT:

Provider:	Parent	Justification
Student:	2 Students	Mandated by Settlement
Service:	Attorney Expenses	Agreement
Date of Agreement:	08/18/09	
Total Cost:	\$61,399.00	

20. PARENT REIMBURSEMENT: Law Office of Melanie Segal

Provider:	Parent	Justification
Student:	1 Student	Mandated by Settlement
Service:	Attorney Fees and Expenses	Agreement
Date of Agreement:	08/18/09	
Total Cost:	\$7,000.00	

21. PARENT REIMBURSEMENT: Client Trust Account-Law Offices of Kathleen M. Loyer

Provider:	Parent	Justification
Student:	1 Student	Mandated by Settlement
Service:	Educational and Attorney Expenses	Agreement
Date of Agreement:	08/17/09	
Total Cost:	\$4,500.00	

**TOTAL SPECIAL EDUCATION: NONPUBLIC SCHOOL AND AGENCY  
CONTRACTS FOR THE SEPTEMBER 15, 2009 BOARD \$458,492.00.**

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 2009

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

FROM: Gail Richards, Interim Assistant Superintendent, Secondary Education *gr*

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

September 15, 2009

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

FROM: Gail Richards, Interim Assistant Superintendent, Secondary Education 

SUBJECT: **APPROVAL: JOINT POWERS AGREEMENT FOR SUPPLEMENTAL  
LAW ENFORCEMENT SERVICES**

---

**BACKGROUND INFORMATION**

The Orange County Sheriff's Department has played a vital role in assisting the District with school safety district wide. For many years, Orange County Sheriff's Department has provided security for our extra curricular events during the school year and the high schools are requesting that this continues for the 2009-2010 school year. The idea behind having law enforcement services on duty at the events is to be proactive rather than reactive in addressing potentially dangerous situations.

**CURRENT CONSIDERATIONS**

This agenda item requests approval of the Joint Powers of Agreement with the Orange County Sheriff's Department for the 2009-2010 school year (Exhibit A). This agreement provides supplemental law enforcement services for extra curricular high school events to provide a safe and secure environment during the events.

**FINANCIAL IMPLICATIONS**

The cost of the deputy positions will be covered by the High School Associated Student Body (ASB) groups.

**STAFF RECOMMENDATIONS**

It is respectfully and strongly recommended that CUSD enters into the Joint Powers of Agreement with the Orange County Sheriff's Department for the 2009-2010 school year.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**JOINT POWERS AGREEMENT  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
CAPISTRANO UNIFIED SCHOOL DISTRICT**

**THIS AGREEMENT** is entered into this Sixth day of August 2009, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district, hereinafter referred to as "DISTRICT."

**WITNESSETH:**

**WHEREAS**, DISTRICT is authorized by Government Code Section 6500 et seq. to enter into joint powers agreements, and

**WHEREAS**, DISTRICT wishes to contract with COUNTY for supplemental law enforcement services;

**WHEREAS**, COUNTY is agreeable to the rendering of such services as authorized in Government Codes sections 6500 et seq. and 54981 on the terms and conditions hereinafter set forth;

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

//  
//  
//  
//  
//  
//  
//  
//

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
A. Term	3
B. Optional Termination	3
C. Services by COUNTY	3
D. Payment	3
E. Notices	4
F. Status of COUNTY	4
G. Entire Agreement/Amendment	5
H. Indemnification	5
I. Assignment	6
J. Governing Law	6
Signature Page	7

//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//

1 **A. TERM:**

2 The term of this Agreement shall be the period October 1, 2009 through June  
3 30, 2010, unless earlier terminated by either party in the manner set forth  
4 herein.

5 **B. OPTIONAL TERMINATION:**

6 COUNTY or DISTRICT may terminate this Agreement, without cause, upon  
7 thirty (30) days written notice to the other party specifying the desired date of  
8 termination.

9 **C. SERVICES BY COUNTY:**

10 1. County, through its Sheriff-Coroner and deputies, officers and employees,  
11 hereinafter referred to as "SHERIFF", shall render to DISTRICT  
12 supplemental law enforcement services as hereinafter provided.

13 2. a. At the request of DISTRICT, SHERIFF may provide patrol services for  
14 functions, such as athletic events, school dances, assemblies, conducted  
15 on DISTRICT owned, leased or operated property. DISTRICT shall  
16 reimburse COUNTY for such services at an amount computed by  
17 SHERIFF, based on the current year's COUNTY law enforcement cost  
18 study.

19 2. b. No later than ten (10) days before a function where services are required,  
20 DISTRICT shall notify SHERIFF of the nature of the scheduled function.  
21 SHERIFF shall then ascertain the deployment of law enforcement  
22 personnel and equipment needed and shall notify DISTRICT of the  
23 estimated cost of said personnel and equipment.

24 **D. PAYMENT:**

25 1. DISTRICT agrees to pay to COUNTY the total costs of performing the  
26 services mutually agreed upon in this Agreement. The cost of services  
27 includes: salaries, wages, benefits, mileage, services, supplies, and  
28 divisional, departmental and COUNTY General overhead.

1 **D. PAYMENT: (Continued)**

- 2 2. The rate charged to DISTRICT by COUNTY shall be computed by SHERIFF  
3 in accordance with COUNTY's law enforcement cost study in effect at the  
4 time the services are provided.
- 5 3. COUNTY shall invoice DISTRICT quarterly for said services.
- 6 4. DISTRICT shall pay COUNTY in accordance with COUNTY Billing Policy, a  
7 copy of which is attached hereto as Attachment A and incorporated herein  
8 by reference.
- 9 5. COUNTY shall charge DISTRICT late payment penalties in accordance with  
10 said COUNTY Billing Policy.

11 **E. NOTICES:**

- 12 1. Except for the notices provided for in Subsection 2 of this Section, all  
13 notices authorized or required by this Agreement shall be effective when  
14 written and deposited in the United States mail, first class postage prepaid  
15 and addressed as follows:

16 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER  
17 SHERIFF-CORONER DEPARTMENT  
18 320 NORTH FLOWER STREET, SUITE 108  
19 SANTA ANA, CA 92703

20 **DISTRICT:** ATTN: DIRECTOR OF PURCHASING  
21 CAPISTRANO UNIFIED SCHOOL DISTRICT  
22 33122 VALLE ROAD  
23 SAN JUAN CAPISTRANO, CA 92675-4853

- 24 2. Termination notices shall be effective when written and deposited in the  
25 United States mail, certified, return receipt requested and addressed as  
26 above.

27 **F. STATUS OF COUNTY:**

28 COUNTY, including SHERIFF, is, and shall at all times be deemed to be, an  
independent contractor. Nothing herein contained shall be construed as creating  
the relationship of employer and employee or principal and agent between

1 **F. STATUS OF COUNTY: (Continued)**

2 DISTRICT and COUNTY or any of COUNTY's agents or employees. COUNTY,  
3 its agents and employees shall not be entitled to any rights or privileges of  
4 DISTRICT employees and shall not be considered in any manner to be  
5 DISTRICT employees.

6 **G. ENTIRE AGREEMENT/AMENDMENT:**

7 This Agreement fully expresses all understanding of DISTRICT and COUNTY  
8 with respect to the subject matter of this Agreement and shall constitute the total  
9 Agreement between the parties for these purposes. No addition to, or alteration  
10 of, the terms of this Agreement shall be valid unless made in writing, formally  
11 approved and executed by duly authorized agents of both parties.

12 **H. INDEMNIFICATION:**

13 COUNTY, its officers, and employees, shall not be deemed to have assumed  
14 any liability for the negligence or any other act or omission of DISTRICT or any  
15 of its officers or employees.

16 DISTRICT shall indemnify and hold harmless COUNTY and, its elected and  
17 appointed officials, officers, and employees from any claim, demand or liability  
18 whatsoever based or asserted upon any act or omission of DISTRICT, its  
19 officers, and employees, related to this Agreement, for property damage, bodily  
20 injury or death or any other element of damage of any kind or nature, and  
21 DISTRICT shall defend, at its expense including attorney fees, and with counsel  
22 approved in writing by COUNTY, COUNTY and its elected and appointed  
23 officials, officers, and employees in any legal action or claim of any kind based  
24 or asserted upon such alleged acts or omissions. If judgment is entered against  
25 DISTRICT and COUNTY by a court of competent jurisdiction because of the  
26 concurrent active negligence of COUNTY, DISTRICT and COUNTY agree that  
27 liability will be apportioned as determined by the court. Neither party shall  
28 request a jury apportionment.

- 1 **H. INDEMNIFICATION: (Continued)**
- 2 COUNTY shall indemnify and hold DISTRICT and its elected and appointed
- 3 officials, officers, and employees, free and harmless from any claim or liability
- 4 whatsoever, based or asserted upon any act or omission of COUNTY, or its
- 5 elected and appointed officials, officers, and employees, related to this
- 6 Agreement, for property damage, bodily injury or death, or any other element of
- 7 damage of any kind or nature, and COUNTY shall defend, at its expense,
- 8 including attorney fees, DISTRICT, and its elected and appointed officials,
- 9 officers, and employees in any legal action or claim of any kind based or
- 10 asserted upon such alleged acts or omissions.
- 11 **I. ASSIGNMENT:**
- 12 The services to be rendered by COUNTY shall not be assigned by COUNTY
- 13 and/or SHERIFF.
- 14 **J. GOVERNING LAW:**
- 15 The terms and conditions of this Agreement shall be governed by the laws of
- 16 California.
- 17 //
- 18 //
- 19 //
- 20 //
- 21 //
- 22 //
- 23 //
- 24 //
- 25 //
- 26 //
- 27 //
- 28 //

53



**COUNTY BILLING POLICY**  
**APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992**

**I. POLICY**

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

**II. DEFINITIONS**

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

**III. FIXED PRICE CONTRACTS**

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
  - 1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

#### IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

#### V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

## VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

## VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

## VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

**IX. DEFERRED REVENUE**

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

**X. COST RECOVERY**

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

**XI. EXISTING CONTRACTS**

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

**XII. DEVIATIONS FROM POLICY**

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 2009

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

FROM: Pam Watkins, Executive Director, Elementary Support *PW.*

SUBJECT: **OUTDOOR SCIENCE SCHOOL PARTICIPATION - ORANGE  
COUNTY DEPARTMENT OF EDUCATION**

---

**BACKGROUND INFORMATION**

District elementary schools routinely participate in Orange County Department of Education outdoor science school and field programs. These programs range from a 45-minute presentation by a traveling naturalist, appropriate for a kindergarten audience, to a five day outdoor science school in the San Bernardino mountains for 5<sup>th</sup> and 6<sup>th</sup> graders.

**CURRENT CONSIDERATIONS**

This agenda item requests Board approval of student participation in outdoor education activities offered by the Orange County Department of Education for the 2009/10 school year.

**FINANCIAL IMPLICATIONS**

There is no financial impact related to the District budget. Funds for the program will be raised through class and parent organization fund raisers. All students will be permitted to participate in the Orange County Department of Education's Outdoor Science School and field programs. No student will be denied participation due to an inability to pay.

**STAFF RECOMMENDATION**

It is respectfully recommended the Board approve the participation of CUSD students in the Orange County Department of Education's Outdoor Science School and field programs for the 2009/10 school year.



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 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 \$13,480,931.27 with funding coming from the following district funds. The warrants total \$15,855,656.84.

**TOTAL PURCHASE ORDER BOARD LISTING BY FUND SEPTEMBER 15, 2009**

		<b><u>Total Amount</u></b>
-		
Fund 01	General Fund	\$9,959,220.11
Fund 11	Adult Ed Fund	\$59,671.66
Fund 12	Child Development Fund	\$97,245.65
Fund 13	Cafeteria Fund	\$55,050.00
Fund 14	Deferred Maintenance Fund	\$122,463.75
Fund 25	Capital Facilities Fund	\$48,592.64
Fund 68	Worker's Comp Fund	\$23,550.00
Fund 69	Health & Welfare Fund	\$800.00
Fund 70	Property & Liability Fund	\$1,545,319.40
		<b>\$12,410,430.09</b>
CFD's	Mello-Roos	\$1,070,501.18
		<b><u>\$13,480,931.27</u></b>

## **Approval of Consulting Agreements/Purchase Orders/Commercial Warrants**

September 15, 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

September 15, 2009

**CONSULTANT AGREEMENT LISTING 2009-10**

<b>No.</b>	<b>Name</b>	<b>Amt.</b>	<b>Dates</b>	<b>Services To Be Provided</b>	<b>Funding</b>
1.	Art Masters, Inc.	\$5,619	7/1/09 – 6/30/10	Art Lectures & Activities at Moulton Elementary	PTA
2.	Action Learning Systems, Inc.	\$30,000	8/10/09 – 8/14/09	SRA/Open Court Reading Training on District's Adopted Language Arts Elementary Program	Title 1
3.	Dr. Patricia Beyer	\$30,000	7/1/09 – 6/30/10	Implementation & Program Evaluation of Safe Schools Healthy Students Grant	CUSD Safe Schools Healthy Students Grant
4.	Center for Grants & Evaluation	\$30,000	7/1/09 – 6/30/10	Implementation & Program Evaluation of Safe Schools Healthy students Grant	CUSD Safe Schools Healthy Students Grant
5.	APEX Learning, Inc.	\$47,750	9/1/09 – 8/31/10	Access to Digital Curriculum, CUSD Staff Training & Follow-up In-Class Coaching & Mentoring Training Sessions at all 6 CUSD High Schools	Lottery

**Consultant Agreement Listing 2009/10**

September 15, 2009

Page 2

<b>No.</b>	<b>Name</b>	<b>Amt.</b>	<b>Dates</b>	<b>Services To Be Provided</b>	<b>Funding</b>
6.	Certified CPR Services	\$1,025	8/18/09	CPR, First Aid & Automated External Defibrillator Training for Adult Transition Staff	General Fund/Workability
7.	NCS Pearson, Inc.	\$96,750	8/24/09 – 8/28/09	Envision Math Training for Title 1 Teachers	General Fund/Title 1
8.	Art Masters, Inc.	\$6,222	9/14/09 – 6/30/10	Instructional Art Program at Viejo Elementary	Gift
9.	Art Masters, Inc.	\$7,600	9/28/09 – 6/23/10	Instructional Art Program at Marblehead Elementary	PTA
10.	Art Masters, Inc.	\$6,059	9/18/09 – 5/25/10	Instructional Art Program at Malcom Elementary	PTA
11.	Action Learning Systems, Inc.	\$42,000	9/16/09 – 6/30/10	Training for CUSD Teachers for Vocabulary Development for English Learners at San Juan School	General Fund/EIA
12.	Gail Richards	\$120,000	8/3/09 – 6/30/10	Functions & Services of Interim Assistant Superintendent, Secondary Services	General Fund

Exhibit A  
Page 2 of 5

**Consultant Agreement Listing 2009/10**

September 15, 2009

Page 3

<b>No.</b>	<b>Name</b>	<b>Amt.</b>	<b>Dates</b>	<b>Services To Be Provided</b>	<b>Funding</b>
13.	Karen "Candy" Miller	\$112,000	8/11/09 – 6/11/10	Function & Services of Interim Program Director, Special Education Support	General Fund
14.	Mitchell Dempsey	\$3,500	9/16/09 – 6/30/10	Website Development at Aliso Niguel High School	Gift
15.	Meet the Masters	\$3,202	10/1/09 – 6/23/10	Instructional Art Program at Kinoshita Elementary	General Fund/Title 1
16.	Great American Opportunities	\$50,000	7/1/09 – 6/30/10	Fund Raising at Las Flores Middle School	General Fund
17.*	PJHM Architects Southwest, Inc.	\$5,542	8/13/09	Architectural Services for San Juan Hills High School	Mello Roos CFD 98-2
18.	Urban Crossroads	\$15,000	9/16/09 – 6/30/10	On Call Mapping of Web Service	Facilities Developers Fees
19.	Glenn Lukos Assoc.	\$20,000	7/1/09 – 6/30/10	Maintenance & Monitoring of Wetland Modification Areas of Tesoro High School	Mellos Roos CFD 90-1

Exhibit A  
Page 3 of 5

**Consultant Agreement Listing 2009/10**

September 15, 2009

Page 4

<b>No.</b>	<b>Name</b>	<b>Amt.</b>	<b>Dates</b>	<b>Services To Be Provided</b>	<b>Funding</b>
20.	Dolinka Group	\$35,000	9/16/09 – 6/30/10	Developer Fee Reports, School Facilities Needs, Annual & 5 Year Reports, Statutory Fee Report & General Fee Services	Facilities Developer Fees
21.	The Planning Center	\$7,763	7/1/09 – 6/30/10	Environmental Research for Capistrano Valley High School Theater Project	Facilities Developer Fees
22.	The Planning Center	\$9,880	7/1/09 – 6/30/10	Environmental Research for Dana Hills High School Theater Project	Facilities Developer Fees
23.*	PJHM Architects Southwest, Inc.	\$3,134	6/12/09	Architectural Services for San Clemente High School Upper Campus Classroom	Mello Roos CFD 90-2
24.*	NMG Geotechnical	\$4,900	8/6/09	Geotechnical Services for Dana Hills High School Theatre Project	Developer Fees

Exhibit A  
Page 4 of 5

**Consultant Agreement Listing 2009/10**

September 15, 2009

Page 5

<b>No.</b>	<b>Name</b>	<b>Amt.</b>	<b>Dates</b>	<b>Services To Be Provided</b>	<b>Funding</b>
25.*	NMG Geotechnical	\$2,100	8/7/09	Geotechnical Services for Capistrano Valley High School Theatre Project	Mello Roos CFD 87-1
26.	Pacific Audiologics	\$69,250	9/6/09 – 6/30/10	Vision & Hearing Screening for CUSD Students	General Fund

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.....SEPTEMBER 15, 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
92356	1	CUSD	Serv&Op /PuplTran/Dstrctwd	50,000.00
92357	1	CASBO	CnfrNonI/Bus Serv/Dstrctwd	300.00
92358	1	GOODWILL IND OF O C	Serv&Op /GuidCnsl/Dstrctwd	120.00
92359	1	GOODWILL IND OF O C	Serv&Op /GuidCnsl/Dstrctwd	120.00
92360		VOID	VOID	0.00
92361	1	CINNAMON HILLS SCHOOL	Residtl /NPS /Dstrctwd	135.00
92362	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	1,368.00
92363	1	FAMILY LIFE CENTER BODEGA	Residtl /NPS /Dstrctwd	176.95
92364	1	OKIN, BARBARA & STUART	Residtl /NPS /Dstrctwd	887.85
92365	1	ACES	NPA /NPA /Dstrctwd	1,500.00
9 Purchase Orders				\$54,607.80

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....SEPTEMBER 15, 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
290856	1	OCDE	Conf:Ins/Instrctn/MFMS	325.00
290857	1	AP BY THE SEA	Conf:Ins/Instrctn/DHHS	695.00
290858	1	DONNY GOODWIN TRUCKING	Rntl:Oth/Op:Grnds/Dstrctwd	1,500.00
290859		VOID	VOID	0.00
290860	1	IKON FINANCIAL SERVICES	Rnt&Repr/Instrctn/VarSites	2,718.75
290861	1	IKON FINANCIAL SERVICES	Rnt&Repr/Instrctn/VarSites	1,794.38
290862	1	IKON FINANCIAL SERVICES	Rnt&Repr/Instrctn/VarSites	1,946.63
290863	1	IKON FINANCIAL SERVICES	Rnt&Repr/Instrctn/VarSites	2,044.50
290864	25	PACIFIC MH CONSTRUCTION INC.	BI:Const/Fac Acq /Tijeras	2,411.66
290865	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	300.00
290866	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	250.00
290867	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	400.00
290868	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	150.00
290869	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	200.00
290870	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	100.00
290871	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	150.00
290872	12	RALPHS GROCERY CO	InstMtls/Instrctn/Don Juan	1,200.00
			InstMtls/Instrctn/Oak Grv	1,300.00
			InstMtls/Instrctn/RH Dana	1,000.00
290873	12	RALPHS GROCERY CO	InstMtls/Instrctn/Castille	800.00
290874	12	RALPHS GROCERY CO	InstMtls/Instrctn/Wood Cyn	3,400.00
			InstMtls/Instrctn/Moulton	800.00
290875	12	RALPHS GROCERY CO	InstMtls/Instrctn/Malcom	400.00
			InstMtls/Instrctn/Wood Cyn	400.00
290876	12	RALPHS GROCERY CO	InstMtls/Instrctn/Chaparral	1,300.00
			InstMtls/Instrctn/Viejo	1,000.00
			InstMtls/Instrctn/LadraElm	1,300.00
			InstMtls/Instrctn/OsoGrand	2,100.00
			InstMtls/Instrctn/Hankey	800.00
			InstMtls/Instrctn/LF Elem	2,100.00
			InstMtls/Instrctn/Reilly	800.00
			InstMtls/Instrctn/Bathgate	1,600.00
290877	12	RALPHS GROCERY CO	InstMtls/Instrctn/Hiddn Hl	1,800.00
			InstMtls/Instrctn/Hankey	500.00
			InstMtls/Instrctn/Crn Vlly	500.00
			InstMtls/Instrctn/Las Palm	1,500.00
290878	12	RALPHS GROCERY CO	InstMtls/Instrctn/Lobo	1,800.00
			InstMtls/Instrctn/Las Palm	1,000.00
			InstMtls/Instrctn/Concordi	500.00
290879	12	RALPHS GROCERY CO	InstMtls/Instrctn/San Juan	2,000.00
			InstMtls/Instrctn/Hankey	500.00
			InstMtls/Instrctn/Kinoshta	1,000.00
			InstMtls/Instrctn/Concordi	500.00
			InstMtls/Instrctn/Palisade	500.00
			InstMtls/Instrctn/Dstrctwd	500.00

Board of Trustees Purchase Order Listing

\*===== Fiscal Year: 2009-10 =====\*

Board of Trustees Meeting.....SEPTEMBER 15, 2009

PO No.	Fund	Vendor	Description	Amount
290880	12	RALPHS GROCERY CO	InstMtls/Instrctn/Dstrctwd	350.00
290881	12	RALPHS GROCERY CO	InstMtls/Instrctn/Dstrctwd	1,000.00
290882	1	RALPHS GROCERY CO	InstMtls/Pup Serv/Dstrctwd	1,000.00
290883	1	RALPHS GROCERY CO	InstMtls/Instrctn/Dstrctwd	1,000.00
290884	1	SMART & FINAL IRIS #399	SplsNonI/SupvAdmn/Dstrctwd	650.00
290885	12	WAL MART L.N.	InstMtls/Instrctn/Reilly	200.00
			InstMtls/Instrctn/Wood Cyn	600.00
			InstMtls/Instrctn/Dstrctwd	500.00
290886	11	CERTIFIED AD SERVICES	Serv&Op /Sch Adm /Dstrctwd	10,500.00
			Serv&Op /AE:FEEBS/Dstrctwd	10,500.00
290887	1	UNISOURCE	St Rcpts/Undesig /Dstrctwd	5,706.11
290888	1	OFFICE DEPOT	St Rcpts/Undesig /Dstrctwd	6,533.35
290889	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	3,408.23
290890	1	ARIEL SUPPLY	St Rcpts/Undesig /Dstrctwd	1,913.46
290891		VOID	VOID	0.00
290892	1	MICRO ENTERPRISES	InstMtls/Instrctn/ANHS	819.98
290893	1	RECORDING FOR THE BLIND	InstMtls/SDCInstr/Dstrctwd	950.00
290894	1	CODESP	Dues&Mmb/Prsnl:HR/Dstrctwd	1,750.00
290895	1	PRUDENTIAL OVERALL SUPPLY	SplsNonI/Sch Adm /Dana ENF	2,400.00
290896	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv&Op /Enterprs/Dstrctwd	995.40
290897	1	ZOO-PHONICS INC	InstMtls/Instrctn/Las Palm	1,966.14
290898	1	SCHOOL SPECIALTY	SplsNonI/SupvAdmn/Dstrctwd	75.41
290899	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	1,000.00
290900	1	BERG RYAN OD MS ED, JULIE	NPA /NPA /Dstrctwd	1,235.00
290901	1	IBBS	K-8 Stat/Instrctn/Dstrctwd	1,630.16
290902	1	ORANGE COUNTY DEPT OF EDUC	Serv&Op /HlthServ/Dstrctwd	1,108.80
290903	1	AUTISM SPECTRUM THERAPIES	NPA /NPA /Dstrctwd	4,485.00
290904	1	CENTER FOR AUTISM &	NPA /NPA /Dstrctwd	2,419.00
290905	1	ORANGE COUNTY TESTING SERV	Serv&Op /PsychSer/Dstrctwd	4,000.00
290906	11	ADMINISTRATIVE SOFTWARE	Rnt&Repr/Instrctn/Dstrctwd	2,598.25
			Serv&Op /AE:FEEBS/Dstrctwd	2,598.26
290907	1	FOREST LANES BOWL CNTR	InstMtls/SDCInstr/Dana ENF	1,000.00
290908	1	EDUCATIONAL RESOURCES	InstMtls/Instrctn/CVHS	5,875.11
290909	1	DELL COMPUTER	SplsNonI/SupvAdmn/Dstrctwd	147.89
290910	1	PREMIER SCHOOL AGENDAS	InstMtls/Instrctn/Lgna Nig	965.97
290911	1	MCPAHAN DESK INC	SplsNonI/Purch /Dstrctwd	321.23
290912	1	CDWG Inc	InstMtls/Instrctn/Las Palm	63.12
290913	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/BAMS	1,353.29
290914	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/BAMS	1,000.00
290915	1	MCPAHAN DESK INC	SplsNonI/Sch Adm /Tesoro	106.55
290916	1	JIM'S MUSIC CENTER	InstMtls/Instrctn/Tesoro	736.24
290917	1	OCDE	Serv&Op /SE0thIns/Dstrctwd	2,540.00
290918	1	STOELTING CO	SplsNonI/PsychSer/Dstrctwd	831.25
290919	1	PEARSON	SplsNonI/PsychSer/Dstrctwd	49,565.33
290920	1	COMMUNICATIONS USA	SplsNonI/Sch Adm /OsoGrand	731.89
290921	1	SPORTS FACILITIES GROUP INC	InstMtls/Enterprs/LFMS	19,205.50
290922	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	9,696.67
290923	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	13,008.76
290924	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	10,584.59
290925	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	11,232.92

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....SEPTEMBER 15, 2009

PO No.	Fund	Vendor	Description	Amount
290926	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	8,160.43
290927	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	12,120.84
290928	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	9,696.67
290929	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	14,545.01
290930	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	2,424.17
290931	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	10,584.59
290932	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	6,384.58
290933	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	8,808.75
290934	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	7,272.50
290935	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	8,160.43
290936	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	14,545.01
290937	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	9,696.67
290938	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	9,696.67
290939	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	8,808.75
290940	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	8,160.43
290941	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	9,696.67
290942	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	10,584.59
290943	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	12,120.84
290944	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	7,272.50
290945	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	8,160.43
290946	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	2,663.77
290947	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	8,160.43
290948	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	9,696.67
290949	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	16,969.18
290950	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	11,472.52
290951	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	9,696.67
290952	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	9,696.67
290953	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	24,241.68
290954	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	17,857.10
290955	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	13,074.53
290956	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	16,245.68
290957	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	22,944.03
290958	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	25,659.30
290959	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	16,020.09
290960	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	23,554.97
290961	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	29,664.32
290962	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	19,753.59
290963	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	24,912.60
290964	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	22,333.10
290965	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	34,212.40
290966	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	5,430.54
290967	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	22,944.03
290968	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	13,372.70
290969	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	12,965.41
290970	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	14,255.17
290971	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	17,852.90
290972	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	29,800.09
290973	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	22,129.45
290974	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	22,333.10
290975	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	23,079.80

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....SEPTEMBER 15, 2009

PO No.	Fund	Vendor	Description	Amount
290976	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	17,649.26
290977	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	24,233.78
290978	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	19,346.30
290979	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	26,473.88
290980	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	26,609.65
290981	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	28,985.51
290982	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	16,427.38
290983	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	11,268.37
290984	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	12,087.62
290985	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	19,753.59
290986	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	15,409.16
290987	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	35,977.33
290988	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	30,411.02
290989	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	24,437.43
290990	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	20,975.46
290991	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	29,867.97
290992	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	18,395.95
290993	1	SOUTHLAND INSTRUMENTS	InstMtls/Instrctn/Dstrctwd	795.00
290994	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Arroyo V	450.00
290995	14	COMMERCIAL & INDUSTRIAL	Rntl:Oth/RR:Bldgs/Arroyo V	79,987.00
290996	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/LF Elem	395.00
290997	14	COMMERCIAL & INDUSTRIAL	Rntl:Oth/RR:Bldgs/Chaparral	14,691.00
290998	1	DELL COMPUTER	NonCapEq/Instrctn/DHHS	2,645.59
290999	1	SEHI COMPUTER	InstMtls/Instrctn/MFMS	885.08
291000	12	DISCOUNT OFFICE SERVICES	InstMtls/Instrctn/Dstrctwd	500.00
291001	1	GOV CONNECTION INC	InstMtls/Instrctn/San Juan	178.35
291002	1	DISCOUNT OFFICE SERVICES	SpplsNonI/SupvAdmn/Dstrctwd	2,500.00
291003	12	DISCOUNT OFFICE SERVICES	SpplsNonI/SupvAdmn/Dstrctwd	500.00
291004	1	IKON FINANCIAL SERVICES	Rntl:Oth/SupvAdmn/Dstrctwd	2,373.47
291005	1	DISCOUNT OFFICE SERVICES	SpplsNonI/SupvAdmn/Dstrctwd	500.00
291006	1	BETTER BUSINESS RECORDS	SpplsNonI/RR:Bldgs/Dstrctwd	2,000.00
291007	1	SEHI COMPUTER	InstMtls/Instrctn/VDMMS	885.08
291008	1	SCANTRON	InstMtls/Instrctn/BAMS	25.80
291009	1	SCANTRON	InstMtls/Instrctn/SMS	341.58
291010	1	SCANTRON	InstMtls/Instrctn/LFMS	439.00
291011	1	RANGEL-FRIEDMAN, DEBORAH	Residtl /NPS /Dstrctwd	2,100.00
291012	1	LRP PUBLICATIONS	SpplsNonI/SupvAdmn/Dstrctwd	13,385.00
291013	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/VDMMS	800.00
291014	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/RSPInstr/Hiddn Hl	70.00
291015		VOID	VOID	0.00
291016	1	SEHI COMPUTER	SpplsNonI/TIS /Dstrctwd	446.70
291017	1	JIM'S MUSIC CENTER	InstMtls/Instrctn/VDMMS	500.00
291018	1	SAM H STROICH & SONS	Rntl:Oth/RR:Bldgs/SCHS	950.00
291019	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/MFMS	2,786.00
291020	70	CARLOS GUZMAN INC	Serv&Op /Enterprs/Dstrctwd	1,500.00
291021	1	SEHI COMPUTER	SpplsNonI/Sch Adm /DHHS	188.42
291022	1	SEHI COMPUTER	InstMtls/Instrctn/Tesoro	183.11
291023	1	SEHI COMPUTER	SpplsNonI/Sch Adm /DHHS	565.65
291024	1	SEHI COMPUTER	InstMtls/Instrctn/Castille	41.96
291025	1	WAL MART L.N.	SpplsNonI/Spch Aud/Dstrctwd	666.66

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....SEPTEMBER 15, 2009

PO No.	Fund	Vendor	Description	Amount
291026	12	WAL MART L.N.	InstMtls/Instrctn/Chaparral	400.00
			InstMtls/Instrctn/Hiddn Hl	200.00
			InstMtls/Instrctn/Castille	200.00
			InstMtls/Instrctn/Bathgate	400.00
			InstMtls/Instrctn/Hankey	400.00
			InstMtls/Instrctn/LadraElm	400.00
291027	12	WAL MART L.N.	InstMtls/Instrctn/Crn Vlly	200.00
			InstMtls/Instrctn/RH Dana	400.00
			InstMtls/Instrctn/Don Juan	200.00
			InstMtls/Instrctn/Hankey	400.00
			InstMtls/Instrctn/Hiddn Hl	400.00
			InstMtls/Instrctn/Kinoshta	400.00
291028	12	WAL MART L.N.	InstMtls/Instrctn/Las Palm	400.00
			InstMtls/Instrctn/San Juan	800.00
			InstMtls/Instrctn/Viejo	400.00
			InstMtls/Instrctn/Wood Cyn	400.00
291029	12	WAL MART L.N.	InstMtls/Instrctn/Malcom	200.00
			InstMtls/Instrctn/OsoGrand	600.00
			InstMtls/Instrctn/Moulton	200.00
			InstMtls/Instrctn/Don Juan	200.00
			InstMtls/Instrctn/Oak Grv	400.00
			InstMtls/Instrctn/LF Elem	800.00
291030	12	WAL MART S.C.	InstMtls/Instrctn/Lobo	600.00
			InstMtls/Instrctn/Palisade	200.00
			InstMtls/Instrctn/Las Palm	400.00
			InstMtls/Instrctn/Concordi	400.00
291031	1	WAL MART S.C.	InstMtls/PrntPart/Dstrctwd	500.00
291032	12	WAL MART S.C.	InstMtls/Instrctn/Dstrctwd	500.00
291033	1	WAL MART S.C.	InstMtls/Instrctn/Dstrctwd	1,000.00
291034	12	WAL MART S.C.	InstMtls/Instrctn/Dstrctwd	1,500.00
291035	1	WAL MART S.C.	InstMtls/Pup Serv/Dstrctwd	1,000.00
291036	1	ARROW PLASTICS	SpplsNonI/Sch Adm /Tijeras	209.50
291037	1	RENAISSANCE LEARNING	SpplsNonI/HlthServ/Dstrctwd	2,564.55
291038	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/LRMS	1,125.11
291039	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	1,704.61
291040	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	419.97
291041	1	PRESS TECH	Rntl:Oth/Grph Art/Dstrctwd	2,237.75
291042	1	APPERSON PRINT MANAGEMENT SVCS	NonCapEq/Instrctn/Tesoro	2,919.94
291043	1	OFFICE DEPOT	InstMtls/Instrctn/LRMS	300.00
291044	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /Choose	500.00
291045	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/VDMMS	1,100.00
291046	1	STUDENT SUPPLY	SpplsNonI/SupvAdmn/Kinoshta	1,526.46
291047	1	STAPLES ADVANTAGE	InstMtls/Instrctn/Kinoshta	2,500.00
291048	1	COMPLETE BUSINESS SYSTEMS	InstMtls/Instrctn/Kinoshta	781.79
291049	1	APPERSON PRINT MANAGEMENT SVCS	InstMtls/Instrctn/ArroyoMS	308.63
291050	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	1,800.00
291051	69	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	800.00
291052	70	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	800.00
291053	1	STAPLES ADVANTAGE	SpplsNonI/Pup Serv/Dstrctwd	1,500.00
291054	1	BANC OF AMERICA LEASING	Rnt&Repr/Instrctn/VarSites	1,055.87

Board of Trustees Purchase Order Listing  
\*----- Fiscal Year: 2009-10 -----\*  
Board of Trustees Meeting.....SEPTEMBER 15, 2009

PO No.	Fund	Vendor	Description	Amount
291055	1	CISCO IRONPORT SYSTEMS LLC	NonCapEq/TIS /Dstrctwd	11,196.00
291056	1	OCDE	Conf:Ins/Instrctn/SMS	375.00
291057	1	MCGRAW-HILL/SRA	InstMtls/SupvAdmn/Dstrctwd	42,282.00
291058	1	ACE/SECURITY LAMINATES OC INC	Rntl:Oth/RR:Bldgs/CVHS	2,203.23
291059	1	ORANGE COUNTY SCH BOARDS ASSN	Dues&Mmb/Sup:GenA/Dstrctwd	125.00
291060	1	SOUTH COAST MEDICAL CENTER	Serv&Op /Prsnl:HR/Dstrctwd	2,000.00
291061	11	TELEPARENT EDUCATIONAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	1,000.00
291062	1	SOUTH COAST MEDICAL GROUP	Serv&Op /Prsnl:HR/Dstrctwd	6,000.00
291063	1	ACADEMIC THERAPY PUBL	SpplsNonI/PsychSer/Dstrctwd	356.25
291064	1	MHS RESEARCH DEPARTMENT	SpplsNonI/PsychSer/Dstrctwd	1,579.38
291065	1	PRO-ED	SpplsNonI/PsychSer/Dstrctwd	116.66
291066	1	RIVERSIDE PUBLISHING CO	SpplsNonI/PsychSer/Dstrctwd	6,039.30
291067	1	WESTERN PSYCHOLOGICAL SERVICES	SpplsNonI/PsychSer/Dstrctwd	1,616.09
291068	1	PSYCHOLOGICAL ASSESSMENT RES	SpplsNonI/PsychSer/Dstrctwd	253.73
291069	1	SADDLEBACK VALLEY USD	Tui:Dist/IntrAgnc/Dstrctwd	180,400.00
291070	1	ORANGE COUNTY DEPT OF EDUC	Tui:Cnty/IntrAgnc/Dstrctwd	3,938,976.00
291071	1	ORANGE COUNTY DEPT OF EDUC	Serv&Op /HlthServ/Dstrctwd	13,353.00
291072	1	CSBA'S PRACTI-CAL	Serv&Op /SupvAdmn/Dstrctwd	100,000.00
291073	1	TEACHLOGIC INC	SpplsNonI/HlthServ/Dstrctwd	124.02
291074	1	ESCO EAR SERVICE CORP	St Rcpts/Undesig /Dstrctwd	119.00
291075	1	AUDITORY INSTRUMENTS	SpplsNonI/HlthServ/Dstrctwd	411.84
291076	12	ARROWHEAD WATER	SpplsNonI/SupvAdmn/Dstrctwd	400.00
291077	1	SPARKLETTS	SpplsNonI/Sup:GenA/Dstrctwd	400.00
291078	1	SPARKLETTS	InstMtls/Instrctn/Choose	250.00
291079	1	FOUNDATION FOR CSUSB	CnfrNonI/GuidCnsl/SJHHS	65.00
			CnfrNonI/AcadmAdv/SJHHS	195.00
291080	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/SJHHS	2,000.00
291081	1	KNORR POOL SYSTEMS INC	Rntl:Oth/RR:Bldgs/ANHS	16,550.00
291082	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	119.00
291083	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	180.00
291084	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	119.00
291085	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	119.00
291086	1	SCOTT FORESMAN	K-8 Stat/Instrctn/Dstrctwd	7,272.50
291087	1	GOODWILL IND OF O C	Serv&Op /GuidCnsl/Dstrctwd	127.50
291088	1	GOODWILL IND OF O C	Serv&Op /GuidCnsl/Dstrctwd	120.00
291089	1	DELL COMPUTER	NonCapEq/Instrctn/Kinoshta	7,936.77
291090	1	DELL COMPUTER	NonCapEq/Instrctn/Kinoshta	21,464.33
291091	1	CA OFFICE SYSTEMS INC	InstMtls/Instrctn/Oak Grv	720.00
			SpplsNonI/Sch Adm /Oak Grv	480.00
291092	1	STAPLES ADVANTAGE	InstMtls/Instrctn/Oak Grv	150.00
291093	1	STAPLES ADVANTAGE	InstMtls/Instrctn/Viejo	1,500.00
291094	1	STAPLES ADVANTAGE	InstMtls/Instrctn/BAMS	1,500.00
291095	1	STAPLES ADVANTAGE	SpplsNonI/Sch Adm /BAMS	1,000.00
291096	1	ENABLEMART	InstMtls/SDCInstr/Palisade	137.56
291097	1	STERICYCLE INC	Serv&Op /Saf&Trng/Dstrctwd	1,250.00
291098	1	STERICYCLE INC	Serv&Op /Saf&Trng/Dstrctwd	137.91
291099	1	AIR CYCLE CORPORATION EASY PAK	Serv&Op /Saf&Trng/Dstrctwd	12,000.00
291100	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/ArroyoMS	499.38
291101	70	ASCIP	Oth Ins /Enterprs/Dstrctwd	1,542,024.00
291102	1	LIBERTY PAPER	St Rcpts/Undesig /Dstrctwd	45,126.90

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....SEPTEMBER 15, 2009

PO No.	Fund	Vendor	Description	Amount
291103	1	CURRICULUM ASSOCIATES	SplsNonI/PsychSer/Dstrctwd	6,193.31
291104	1	MOBILE FLEET WASH	Serv&Op /PuplTran/Dstrctwd	10,000.00
291105	1	PARKHOUSE TIRE INC.	Ppl Tran/PuplTran/Dstrctwd	40,200.00
			SplsNonI/Dist Veh/Dstrctwd	19,800.00
291106	1	POWER CHEVROLET IRVINE	Ppl Tran/PuplTran/Dstrctwd	3,750.00
			Rntl:Oth/PuplTran/Dstrctwd	3,750.00
			SplsNonI/Dist Veh/Dstrctwd	3,750.00
			Rntl:Oth/Dist Veh/Dstrctwd	3,750.00
291107	1	PRECISION TUNE AUTO CARE	Rntl:Oth/Dist Veh/Dstrctwd	16,000.00
			Rntl:Oth/PuplTran/Dstrctwd	4,000.00
291108	1	MOBILE LIFT GATE SERVICE	Rntl:Oth/Dist Veh/Dstrctwd	10,000.00
291109	1	MARK LITTLEPAGE	Rntl:Oth/Dist Veh/Dstrctwd	5,000.00
291110	1	RICKS TRAILER SUP	Rntl:Oth/Dist Veh/Dstrctwd	4,000.00
291111	1	VORTEX	Rntl:Oth/PuplTran/Dstrctwd	1,000.00
291112	1	CAPISTRANO FORD	Rntl:Oth/Dist Veh/Dstrctwd	5,000.00
291113	1	EVERGREEN OIL INC	Serv&Op /PuplTran/Dstrctwd	3,000.00
291114	1	GEISENS AUTO UPHOLSTERY	Rntl:Oth/PuplTran/Dstrctwd	200.00
			Rntl:Oth/Dist Veh/Dstrctwd	1,800.00
291115	1	LOS ANGELES FREIGHTLINER	Ppl Tran/PuplTran/Dstrctwd	10,000.00
291116	1	DENAULT'S HARDWARE	Ppl Tran/PuplTran/Dstrctwd	500.00
291117	1	PRECISION SPEEDOMETER SR	Rntl:Oth/PuplTran/Dstrctwd	2,500.00
			Rntl:Oth/Dist Veh/Dstrctwd	2,500.00
291118	1	ECOLOGY TIRE	Serv&Op /PuplTran/Dstrctwd	2,000.00
291119	1	FREEWAY AUTO SUPPLY & MACHINE	Ppl Tran/PuplTran/Dstrctwd	1,000.00
			SplsNonI/Dist Veh/Dstrctwd	1,000.00
291120	1	MOORES MUFFLER SER, DOUG	Rntl:Oth/PuplTran/Dstrctwd	400.00
			Rntl:Oth/Dist Veh/Dstrctwd	1,600.00
291121	1	TOOL STOP & MACHINERY	Rntl:Oth/PuplTran/Dstrctwd	3,000.00
291122	1	ZEP MANUFACTURING CO	Rntl:Oth/PuplTran/Dstrctwd	2,000.00
291123	1	MISSION VIEJO GLASS	Serv&Op /PuplTran/Dstrctwd	2,500.00
			Rntl:Oth/Dist Veh/Dstrctwd	2,500.00
291124	1	MITCHELL ON DEMAND	Serv&Op /PuplTran/Dstrctwd	1,000.00
291125	1	ORANGE COAST PETRO EQUIP	Rntl:Oth/PuplTran/Dstrctwd	1,000.00
291126	1	ORANGE COUNTY HEALTH AGENCY	Serv&Op /Dist Veh/Dstrctwd	3,000.00
291127	1	PRAXAIR	Rntl:Oth/PuplTran/Dstrctwd	500.00
291128	1	RED WING SHOE STORE	Serv&Op /PuplTran/Dstrctwd	3,000.00
291129	1	SO COUNTY PROTECTIVE WEAR	Serv&Op /PuplTran/Dstrctwd	3,000.00
291130	1	UNIQUE SWEEPING	Rntl:Oth/PuplTran/Dstrctwd	3,000.00
291131	1	BOYCE INDUSTRIES	Serv&Op /PuplTran/Dstrctwd	5,000.00
291132	1	QUALITY TOWING	Serv&Op /PuplTran/Dstrctwd	2,500.00
			Serv&Op /Dist Veh/Dstrctwd	2,500.00
291133	1	PEARSON	SplsNonI/Spch Aud/Dstrctwd	568.01
291134	1	ACTION LEARNING SYSTEMS	Conf:Ins/Instrctn/Dstrctwd	30,000.00
291135	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/SJHHS	10,860.83
291136	1	LAKESHORE LEARNING MATERIALS	InstMtls/RSPInstr/Hiddn Hl	285.62
291137	1	HEALTH BY DESIGN	SplsNonI/HlthServ/Dstrctwd	1,266.11
291138	1	RAINBOW MAGNETICS INC	SplsNonI/Sch Adm /Dana ENF	500.00
291139	1	TEACHLOGIC INC	Serv&Op /HlthServ/Dstrctwd	150.00
291140	1	ACTION LEARNING SYSTEMS INC	InstMtls/Instrctn/Kinoshta	2,254.20

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....SEPTEMBER 15, 2009

PO No.	Fund	Vendor	Description	Amount
291141	1	ORANGE COUNTY DEPT OF EDUC	Serv&Op /PuplTran/Dstrctwd	24,999.00
			Tui:Cnty/IntrAgnc/Dstrctwd	300,000.00
			Subagrmt/PuplTran/Dstrctwd	55,001.00
291142	1	BLACKBOARD CONNECT	Serv&Op /TIS /Dstrctwd	108,608.00
291143	1	SPRINT/NEXTEL COMMUNICATIONS	Cmmnctns/DW Undst/Dstrctwd	45,000.00
291144	1	GUNTHER'S ATHLETIC SERVICE	InstMtls/CurAthlt/SCHS	6,957.66
291145	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/MFMS	2,786.00
291146	1	VERIZON WIRELESS	Cmmnctns/TIS /Dstrctwd	5,100.00
291147	1	ABATEC INC	Rntl:Oth/RR:Bldgs/Dstrctwd	25,000.00
291148	1	PRAXAIR	SpplsNonI/RR:Bldgs/Dstrctwd	2,000.00
291149	1	COMMERCIAL FENCE & IRON WORKS	Rntl:Oth/RR:Bldgs/FNMS	6,325.00
291150	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/FNMS	2,454.90
291151	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/Dstrctwd	14,500.00
291152	14	ABATEC INC	Serv&Op /RR:Bldgs/Dstrctwd	1,500.00
291153	1	NATIONWIDE FIRE PROTECTION	Serv&Op /PuplTran/Dstrctwd	4,000.00
291154	1	ACTION LEARNING SYSTEMS INC	InstMtls/Instrctn/Del Obis	1,352.96
291155	1	ACTION LEARNING SYSTEMS INC	InstMtls/Instrctn/Lobo	893.49
291156	1	ACTION LEARNING SYSTEMS INC	InstMtls/Instrctn/RH Dana	1,385.48
291157	1	GLAXOSMITHKLINE/ATTN CUST REL	Serv&Op /Saf&Trng/Dstrctwd	3,700.00
291158	1	DESIGNING MOBILITY ATG	SpplsNonI/HlthServ/Dstrctwd	621.16
291159	1	ORANGE COUNTY DEPT OF EDUC	Op&Hskpg/Opr:Util/Dstrctwd	75,000.00
291160	1	PERMA-BOUND	InstMtls/Instrctn/MFMS	2,700.00
291161	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Don Juan	39.00
			Bks&Ref /Libr&Med/Benedict	63.00
			Bks&Ref /Libr&Med/RH Dana	89.00
			Bks&Ref /Libr&Med/Palisade	19.00
			Bks&Ref /Libr&Med/Hiddn Hl	47.00
			Bks&Ref /Libr&Med/San Juan	96.00
291162	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Wood Cyn	125.00
291163	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/GrgWhite	363.00
291164	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Wagon Wh	390.00
291165	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/VdelMarE	508.00
291166	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Viejo	242.00
291167	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Tijeras	502.00
291168	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Reilly	147.00
291169	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/OsoGrand	346.00
291170	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Oak Grv	356.00
291171	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Moulton	250.00
291172	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Marblehd	274.00
291173	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Malcom	166.00
291174	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Lobo	262.00
291175	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Las Palm	206.00
291176	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/LF Elem	117.00
291177	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Bergeson	226.00
291178	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Ambuehl	451.00
291179	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Arroyo V	296.00
291180	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Bathgate	266.00
291181	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Barcelon	465.00
291182	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/CanViste	241.00
291183	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Castille	503.00

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....SEPTEMBER 15, 2009

PO No.	Fund	Vendor	Description	Amount
291184	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Concordi	140.00
291185	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Crn Vlly	144.00
291186	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Del Obis	457.00
291187	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Hankey	231.00
291188	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Kinoshta	432.00
291189	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Libr&Med/Lgna Nig	231.00
291190	1	DON JOHNSTON INC	InstMtls/SE0thIns/Dstrctwd	781.85
291191		VOID	VOID	0.00
291192	1	PSYCHEMEDICS CORPORATION	Serv&Op /Prsnl:HR/Dstrctwd	2,500.00
291193	1	ACTION LEARNING SYSTEMS INC	InstMtls/Instrctn/Palisade	2,141.83
291194	1	HARDY & HARPER INC	Rntl:Oth/RR:Bldgs/VDMMS	2,587.50
291195	1	XEROX CORPORATION	Rnt&Repr/Instrctn/DHHS	1,393.09
291196	1	XEROX CORPORATION	Rnt&Repr/Instrctn/DHHS	396.46
291197	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/GrgWhite	250.00
291198	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	19,841.92
291199	1	SEHI COMPUTER	SplsNonI/SupvAdmn/Dstrctwd	231.55
291200	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Oak Grv	450.00
291201	1	MIRACLE PLAYGROUND SALES	Rntl:Oth/RR:Bldgs/GrgWhite	1,314.45
291202	12	DEWEYS HOME APPLIANCES	SplsNonI/Sch Adm /Viejo	217.45
291203	1	PSC ENVIRONMENTAL SERVICES	Serv&Op /Saf&Trng/Dstrctwd	10,761.35
291204	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/VDMMS	430.65
291205	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/MFMS	1,089.02
291206	1	UNITED STATES PLASTIC CORP	SplsNonI/Sch Adm /Dstrctwd	1,095.72
291207	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/Dstrctwd	7,250.00
291208	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/Dstrctwd	4,275.00
291209	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/Dstrctwd	3,975.00
291210	1	STAPLES ADVANTAGE	InstMtls/Instrctn/Dstrctwd	100.00
291211	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/Oak Grv	575.00
291212	11	MISSION VIEJO POST OFFICE	Cmmnctns/Sch Adm /Dstrctwd	15,000.00
			Cmmnctns/AE:FEEBS/Dstrctwd	15,000.00
291213	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/CVHS	15,348.43
291214	1	OFFICE DEPOT	InstMtls/Instrctn/SJHHS	3,000.00
291215	1	TIME FOR KIDS	InstMtls/Instrctn/Malcom	1,648.66
291216	12	BORDERS BOOKS & GIFTS	InstMtls/Instrctn/Dstrctwd	500.00
291217	12	BORDERS BOOKS & GIFTS	InstMtls/Instrctn/Dstrctwd	1,000.00
291218	1	BORDERS BOOKS & GIFTS	InstMtls/Instrctn/Dstrctwd	500.00
291219	1	THOMSON WEST	SplsNonI/Prsnl:HR/Dstrctwd	56.55
291220	11	BUDGETEXT	InstMtls/Instrctn/Dstrctwd	42.27
291221	12	SCHOLASTIC BOOK FAIRS	InstMtls/Instrctn/Dstrctwd	600.00
291222	1	ACSA REGION XVII	Dues&Mmb/Sup:GenA/Dstrctwd	500.00
291223	1	WEEKLY READER/PUBL & SUB	InstMtls/Instrctn/Malcom	114.12
291224	1	NAHEE	InstMtls/Instrctn/Malcom	30.00
291225	1	SCHOLASTIC	InstMtls/Instrctn/Malcom	1,191.14
291226	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Bathgate	1,191.00
291227		VOID	VOID	0.00
291228	1	DANBRU WIRE & CABLE INC	SplsNonI/TIS /Dstrctwd	416.50
291229	1	SEHI COMPUTER	SplsNonI/Sch Adm /Tijeras	115.01
291230	1	HARCOURT OUTLINERS INC	SplsNonI/Enterprs/Castille	286.22
291231	1	STAPLES ADVANTAGE	SplsNonI/Sch Adm /Hiddn Hl	1,200.00
291232	1	IMAGE 2000	InstMtls/Instrctn/Lobo	1,229.95

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....SEPTEMBER 15, 2009

PO No.	Fund	Vendor	Description	Amount
291233	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/VDMMS	2,873.80
291234	1	DISCOUNT OFFICE SERVICES	SplsNonI/StDev In/Dstrctwd	500.00
291235	1	DISCOUNT OFFICE SERVICES	SplsNonI/Sch Adm /Dstrctwd	500.00
291236	1	DISCOUNT OFFICE SERVICES	SplsNonI/StDev In/Dstrctwd	500.00
291237	1	DISCOUNT OFFICE SERVICES	SplsNonI/SupvAdmn/Dstrctwd	4,000.00
291238	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Tijeras	3,500.00
291239	1	DISCOUNT OFFICE SERVICES	SplsNonI/Sup:GenA/Dstrctwd	800.00
291240	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Kinoshta	1,000.00
291241	1	VENTURES FOR EXCELLENCE ONLINE	Serv&Op /Prsnl:HR/Dstrctwd	10,071.60
291242	12	SCHOLASTIC INC	SplsNonI/SupvAdmn/Dstrctwd	1,000.00
291243	1	MCGRAW-HILL/SRA	InstMtls/RSPInstr/Dstrctwd	228.06
291244	1	BLUE BIRD BODY COMPANY	Debt Ser/Dbt Serv/Dstrctwd	35,396.00
			Debt-Int/Dbt Serv/Dstrctwd	14,419.60
291245	1	DECOR MUSIC	InstMtls/Instrctn/Dstrctwd	405.08
291246	1	WILSON SPORTING GOODS COMPANY	InstMtls/Instrctn/ANHS	57.50
			InstMtls/CurAthlt/ANHS	203.86
291247	1	RONO COMPANY	SplsNonI/Sch Adm /OsoGrand	110.40
291248	1	RENEGADE TEMPORARY SITE SVCS	Rnt&Repr/CurAthlt/SJHHS	137.00
291249	1	BADEN SPORTS INC	InstMtls/Instrctn/Palisade	607.37
291250	1	GREAT LAKES SPORTS	InstMtls/Instrctn/SJHHS	288.27
291251	1	B & H PHOTOGRAPHY	SplsNonI/Sch Adm /Marblehd	59.81
291252	1	DIVERSIFIED METAL FABRICATORS	SplsNonI/RR:Bldgs/BAMS	8,270.44
291253	1	CALS CAMERAS INC	InstMtls/Instrctn/CVHS	767.90
291254	1	SCHOOL SPECIALTY	InstMtls/Instrctn/HankeyMS	233.08
291255	1	GOPHER ATHLETIC	InstMtls/Instrctn/LFMS	717.68
291256	1	GOPHER ATHLETIC	InstMtls/Instrctn/SMS	268.13
291257	1	GOPHER ATHLETIC	InstMtls/Instrctn/ArroyoMS	111.86
291258	1	RENAISSANCE LEARNING	Rnt&Repr/SE0thIns/Dstrctwd	287.07
291259	1	PHONAK INC	SplsNonI/HlthServ/Dstrctwd	287.78
291260	1	DICK BLICK WEST	InstMtls/Instrctn/MFMS	676.83
291261	1	ST4 LEARNING INC.	InstMtls/SE0thIns/Dstrctwd	1,551.86
291262	1	EDUCATIONAL RESOURCES	InstMtls/SE0thIns/Dstrctwd	54.38
291263	1	EDUCATIONAL RESOURCES	InstMtls/SE0thIns/Dstrctwd	13.05
291264	1	SCHOLASTIC INC	InstMtls/Instrctn/DHHS	197.40
291265	1	STRICKLAND, GERRY	CnfrNonI/SupvAdmn/Dstrctwd	300.00
291266	1	SPECTRUM TRAINING SYSTEMS INC	CnfrNonI/SupvAdmn/Dstrctwd	175.00
291267	11	ORANGE COUNTY DEPT OF EDUCAT	MileNonI/AE:FEEBS/Dstrctwd	112.88
291268	1	SPARKLETTS	SplsNonI/SupvAdmn/Dstrctwd	1,000.00
291269	11	SPARKLETTS	SplsNonI/AE:FEEBS/Dstrctwd	300.00
291270	1	WORDMASTERS	InstMtls/Instrctn/ANHS	189.00
291271	1	MODERN SIGNS PRESS INC	InstMtls/SDCInstr/Dstrctwd	331.99
291272	1	HARCOURT BRACE	InstMtls/SDCInstr/Lobo	137.11
291273	1	NCTE	InstMtls/Instrctn/ANHS	84.30
291274	1	HEINEMANN	InstMtls/Instrctn/ANHS	100.94
291275	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/Palisade	206.63
291276	1	ALLIANCE DATACOM	NonCapEq/TIS /Dstrctwd	4,820.00
291277	1	DANBRU WIRE & CABLE INC	SplsNonI/TIS /Dstrctwd	792.44
291278	1	DANBRU WIRE & CABLE INC	SplsNonI/TIS /Dstrctwd	924.91

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....SEPTEMBER 15, 2009

PO No.	Fund	Vendor	Description	Amount
291279	1	ECS IMAGING INCORPORATED	Rntl:Oth/Pup Serv/Dstrctwd SplNonI/Prsnl:HR/Dstrctwd Rntl:Oth/TIS /Dstrctwd	5,445.62 2,613.92 2,831.77
291280	1	WHITE CAP INDUSTRIES INC	SplNonI/RR:Bldgs/Dstrctwd	1,855.78
291281	1	NATIONWIDE FIRE PROTECTION	Rntl:Oth/Saf&Trng/San Juan	469.80
291282	1	SOUTHERN CA BOILER INC	Rntl:Oth/RR:Bldgs/Dstrctwd	3,150.00
291283	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/CVHS	5,298.30
291284	1	IMAGE 2000	SplNonI/Sch Adm /OsoGrand	514.38
291285	1	STAPLES BUSINESS ADVANTAGE	InstMtls/Instrctn/Wood Cyn	123.95
291286	1	IMAGE 2000	InstMtls/Instrctn/CVHS	2,000.00
291287	1	SOUTHWEST SCHOOL SUPPLY	SplNonI/Sch Adm /CVHS	7,500.00
291288	1	SEHI COMPUTER	SplNonI/Sch Adm /CVHS	3,000.00
291289	1	HARLAND TECHNOLOGY SERVICES	Rnt&Repr/Instrctn/DJAMS	495.00
291290	11	DISCOUNT OFFICE SERVICES	SplNonI/AE:FEEBS/Dstrctwd	2,000.00
291291	1	DRIVE SOLUTIONS	Rntl:Oth/RR:Bldgs/Dstrctwd	1,770.00
291292	1	ACCURATE AIR ENGINEERING	Rntl:Oth/RR:Bldgs/ANHS	657.80
291293	1	VICTORY PADDLE/SCHOOL PASSES	SplNonI/Sch Adm /ANHS	34.85
291294	14	ABATEC INC	Serv&Op /RR:Bldgs/SCHS	125.00
291295	1	IMAGE WORKS	SplNonI/Libr&Med/Dstrctwd	401.12
291296	1	GAYLORD BROS INC	SplNonI/Libr&Med/Dstrctwd	605.50
291297	1	BECKER'S SHEET METAL	Rntl:Oth/RR:Bldgs/ArroyoMS	2,150.00
291298	1	OFFICE DEPOT	InstMtls/Instrctn/Choose	143.55
291299	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/CVHS	783.00
291300	1	CENTRALIA ELEM SCHOOL DISTRICT	Tui:Dist/IntrAgnc/Dstrctwd	45,195.00
291301	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/DJAMS	1,111.43
291302	1	PREMIER SCHOOL AGENDAS	InstMtls/Instrctn/Kinoshta	1,044.05
291303	1	USA SHADE & FABRIC STRUCTURES	Rntl:Oth/RR:Bldgs/Don Juan	2,564.00
291304	1	USA SHADE & FABRIC STRUCTURES	Rntl:Oth/RR:Bldgs/Barcelon	3,110.00
291305	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/Bus Serv/Dstrctwd	570.00
291306	1	ART MASTERS INC	CnsltIns/Instrctn/Palisade	4,280.00
291307	1	PEPPERDINE UNIVERSITY GSEP	CnsltIns/Instrctn/Kinoshta	36,176.00
291308	1	CENTER FOR GRANTS & EVALUATION	CnsltNon/PrntPart/Dstrctwd	4,100.00
291309	1	MEET THE MASTERS	CnsltIns/Instrctn/Las Palm	6,731.00
291310	25	PJHM ARCHITECTS SOUTHWEST INC	BI:Arch /Fac Acq /Dstrctwd	32,000.00
291311	1	MEET THE MASTERS	CnsltIns/Instrctn/Hankey	5,824.00
291312	1	ART MASTERS INC	CnsltIns/Instrctn/Benedict	6,350.00
291313	1	MEET THE MASTERS	CnsltIns/Instrctn/Ambuehl	5,213.00
291314	1	MEET THE MASTERS	CnsltIns/Instrctn/Lobo	116.00
291315	68	KEENAN & ASSOCIATES	Oth Ins /Enterprs/Dstrctwd	21,750.00
291316	1	PEPPERDINE UNIVERSITY	Subagrmt/Instrctn/MFMS CnsltIns/Instrctn/MFMS	20,220.00 25,000.00
291317	1	PEPPERDINE UNIVERSITY GSEP	Serv&Op /Instrctn/Dstrctwd Subagrmt/Instrctn/Dstrctwd	25,000.00 36,500.00
291318	1	PEPPERDINE UNIVERSITY GSEP	Serv&Op /Instrctn/Dstrctwd Subagrmt/Instrctn/Dstrctwd	25,000.00 25,000.00
291319	1	PEPPERDINE UNIVERSITY GSEP	Serv&Op /Instrctn/Dstrctwd Subagrmt/Instrctn/Dstrctwd	25,000.00 45,000.00
291320	1	HEAR NOW ABRAMSON AUDIOLOGY	NPA /Spch Aud/Dstrctwd Sub NPA /Spch Aud/Dstrctwd	24,999.00 35,001.00
291321	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,498.03

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....SEPTEMBER 15, 2009

PO No.	Fund	Vendor	Description	Amount
291322	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,756.31
291323	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,962.94
291324	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,239.75
291325	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,807.97
291326	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	2,221.22
291327	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,498.03
291328	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,859.63
291329	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,704.66
291330	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	2,634.47
291331	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,704.66
291332	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,033.13
291333	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	878.16
291334	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,291.41
291335	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,033.13
291336	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,291.41
291337	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,601.34
291338	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	2,272.88
291339	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,704.66
291340	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,653.00
291341	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,704.66
291342	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,239.75
291343	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,859.63
291344	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,498.03
291345	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	2,014.59
291346	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	2,066.25
291347	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	2,221.22
291348	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,394.72
291349	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,239.75
291350	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,498.03
291351	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,498.03
291352	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,084.78
291353	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	2,789.44
291354	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	2,272.88
291355	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,756.31
291356	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,601.34
291357	1	KING, DANIEL & SANDRA	Serv&Op /Spch Aud/Dstrctwd	7,000.00
291358	1	PIERCE, ELLEN	Residtl /NPS /Dstrctwd	2,100.00
291359	1	DAVIS, SHIRLEE	Residtl /NPS /Dstrctwd	2,100.00
291360	1	KIM AND/OR, CHANDRA	Residtl /NPS /Dstrctwd	2,100.00
291361	1	SOPPET, VALERIE	Residtl /NPS /Dstrctwd	2,800.00
291362	1	HAHN, ERIC AND/OR PATRICIA	Residtl /NPS /Dstrctwd	2,100.00
291363	1	MIRAFLORE, CARLA	Residtl /NPS /Dstrctwd	2,100.00
291364	1	STONEKING, MARY	Residtl /NPS /Dstrctwd	2,100.00
291365	1	MOLINARO, ROBERT & KATHARYN	Residtl /NPS /Dstrctwd	2,100.00
291366	1	PIERSON, CHRISTOPHER	Residtl /NPS /Dstrctwd	2,100.00
291367	1	TORREY, BOB/CINDY	Residtl /NPS /Dstrctwd	2,100.00
291368	1	TRUITT, JEFFREY	Residtl /NPS /Dstrctwd	4,200.00
291369	1	LAZZARO, CYNTHIA	Residtl /NPS /Dstrctwd	2,100.00
291370	1	FIELDS, WES OR MOLLY	Residtl /NPS /Dstrctwd	2,100.00
291371	1	GOTTFRIED, GLENN OR BETH	Residtl /NPS /Dstrctwd	2,100.00

Board of Trustees Purchase Order Listing

\*===== Fiscal Year: 2009-10 =====\*

Board of Trustees Meeting.....SEPTEMBER 15, 2009

PO No.	Fund	Vendor	Description	Amount
291372	1	MERRYMAN, STEVE	Residtl /NPS /Dstrctwd	2,100.00
291373	1	THERAPEUTIC EDUCATION CENTER	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	22,026.00
291374	1	MACKEY, ALEXANDER	Residtl /NPS /Dstrctwd	2,100.00
291375	1	WYMAN, RICHARD AND/OR KIMBERLY	Residtl /NPS /Dstrctwd	2,100.00
291376	1	COOK, ARTHUR &/OR YOLANDA	Residtl /NPS /Dstrctwd	2,100.00
291377	1	O'CONNOR, SHANNON	Residtl /NPS /Dstrctwd	1,400.00
291378	1	OAK GROVE INSTITUTE	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	2,252.70
291379	1	NEW HAVEN SCHOOL	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	2,451.00
291380	1	CHILEDIA	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	8,752.80
291381	1	AUTISM BEHAVIOR CONSULTANTS	NPA /NPA /Dstrctwd	6,925.00
291382	1	MAXIM HEALTHCARE SERVICES	NPA /NPA HLTH/Dstrctwd	1,782.50
291383	1	AUTISM BEHAVIOR CONSULTANTS	NPA /NPA /Dstrctwd	24,999.00
			Sub NPA /NPA /Dstrctwd	39,188.50
291384	1	LEISURE CARE	NPA /NPA HLTH/Dstrctwd	24,999.00
			Sub NPA /NPA HLTH/Dstrctwd	42,466.20
291385	1	LEISURE CARE	NPA /NPA HLTH/Dstrctwd	5,890.00
291386	1	ACES	NPA /NPA /Dstrctwd	4,762.50
291387	1	AQUATIC TECHNOLOGIES	Rntl:Oth/RR:Bldgs/CVHS	7,742.00
291388	1	AQUATIC TECHNOLOGIES	Rntl:Oth/RR:Bldgs/CVHS	3,383.33
291389	1	CDWG Inc	SplsNonI/SupvAdmn/Kinoshta	84.17
291390	1	AQUATIC TECHNOLOGIES	Rntl:Oth/RR:Bldgs/DHHS	6,963.00
291391	1	AQUATIC TECHNOLOGIES	Rntl:Oth/RR:Bldgs/CVHS	8,154.00
291392	1	COOK EQUIPMENT COMPANY OF	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
291393	1	LAKESHORE LEARNING MATERIALS	SplsNonI/RR:Bldgs/Dstrctwd	250.00
291394	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/LFMS	917.31
291395	1	EDLINE	Serv&Op /Instrctn/DJAMS	2,988.00
291396	1	AOTA PRODUCTS	SplsNonI/SupvAdmn/Dstrctwd	59.81
291397	1	CINTAS	Serv&Op /Saf&Trng/Dstrctwd	1,500.00
291398	1	NAT'L ASSOC. FOR EDUCATION OF	Dues&Mmb/Sch Adm /Dstrctwd	40.00
291399	1	JOSTENS	InstMtls/Instrctn/CVHS	3,700.00
291400	1	INTERNATIONAL BACCALAUREATE NA	Serv&Op /Instrctn/CVHS	9,600.00
291401	1	BATTERYEDGE.COM	InstMtls/SEOthIns/Dstrctwd	35.34
291402	14	NIC PARTNERS INC.	F&EInstl/Fac Acq /Dstrctwd	16,879.80
291403	13	SCSNA	CnfrNonI/FoodServ/Dstrctwd	50.00
291404	1	CA STATE UNIV SAN BERNARDINO	CnfrNonI/Enterprs/ANHS	390.00
291405	1	AUTISM ASPERGER PUBLISHING CO	InstMtls/SEOthIns/Dstrctwd	29.87
291406	1	RECORDED BOOKS INC	InstMtls/RSPInstr/NHMS	226.29
291407		VOID	VOID	0.00
291408	14	PACIFIC MH CONSTRUCTION INC.	Bldg Imp/Fac Acq /ArroyoMS	9,280.95
291409	1	XEROX CORPORATION	Rnt&Repr/Instrctn/VarSites	1,162,225.11
			Rntl:Oth/DW Unrst/Dstrctwd	129,136.12
291410	1	SCHOOL SPECIALTY	InstMtls/Instrctn/AVMS	1,334.51
291411	1	SIERRA SOIL	SplsNonI/Op:Grnds/Dstrctwd	15,000.00
291412	1	APPLE COMPUTER INC	NonCapEq/Instrctn/VDMMS	13,817.60
291413	1	STAPLES BUSINESS ADVANTAGE	InstMtls/Instrctn/Tesoro	82.63
291414	1	STAPLES BUSINESS ADVANTAGE	SplsNonI/HlthServ/Dstrctwd	102.23

Board of Trustees Purchase Order Listing

\*----- Fiscal Year: 2009-10 -----\*

Board of Trustees Meeting.....SEPTEMBER 15, 2009

PO No.	Fund	Vendor	Description	Amount
291415	1	UNISOURCE	St Rcpts/Undesig /Dstrctwd	2,052.11
291416	1	EVERYTHING MEDICAL	St Rcpts/Undesig /Dstrctwd	200.19
291417	1	ARIEL SUPPLY	St Rcpts/Undesig /Dstrctwd	837.10
291418	1	KATHCO PRODUCTS	St Rcpts/Undesig /Dstrctwd	391.50
291419		VOID	VOID	0.00
291420	1	DELL COMPUTER	NonCapEq/Instrctn/ANHS	1,322.79
291421	1	COOLE SCHOOL	InstMtls/Enterprs/DJAMS	4,700.81
291422	1	IMAGE 2000	InstMtls/Instrctn/Tesoro	1,120.33
291423	1	KONICA MINOLTA BUSINESS SYS	Rntl:Oth/Sch Adm /Dstrctwd	680.00
291424	1	ENABLEMART	InstMtls/SEOthIns/Dstrctwd	158.05
291425	1	SAN JOAQUIN CTY OFFICE OF EDUC	Serv&Op /Prsnl:HR/Dstrctwd	1,270.70
291426	11	AMERICAN COUNCIL ON EDUCATION	Serv&Op /Sch Adm /Dstrctwd	20.00
291427	1	CDWG Inc	InstMtls/Instrctn/Malcom	84.17
291428	1	COMPLIANCE POSTER CO	SplsNonI/Saf&Trng/Dstrctwd	3,443.77
291429	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SMS	120.86
291430	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/RSPInstr/Dstrctwd	385.38
291431	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SMS	227.89
291432	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Arroyo V	91.05
291433	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /SMS	105.23
291434	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SMS	42.93
291435	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/MFMS	318.42
291436	1	STAPLES BUSINESS ADVANTAGE	InstMtls/Instrctn/Tesoro	173.99
291437	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	3,433.69
291438	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	5,714.85
291439		VOID	VOID	0.00
291440	1	BADEN SPORTS INC	InstMtls/Instrctn/Viejo	245.45
291441	1	MCGRAW-HILL/SRA	InstMtls/RSPInstr/Arroyo V	220.72
291442	1	NEOFLIX	InstMtls/Instrctn/Tesoro	92.46
291443	1	STAPLES ADVANTAGE	InstMtls/Instrctn/Palisade	62.92
291444	1	STAPLES ADVANTAGE	SplsNonI/SupvAdmn/Dstrctwd	50.05
291445	1	PHONAK INC	SplsNonI/HlthServ/Dstrctwd	364.99
291446	1	BEAMAN'S CONCRETE PUMP RENTAL	Rntl:Oth/RR:Bldgs/Palisade	1,000.00
291447	1	NATIONAL READY MIXED CONCRETE	SplsNonI/RR:Bldgs/Dstrctwd	3,500.00
291448	1	SOUTH COAST ANSWERING SERVICE	Serv&Op /RR:Bldgs/Dstrctwd	4,500.00
291449	1	GEARY PACIFIC CORP	NonCapEq/RR:Bldgs/Dstrctwd	4,375.94
291450	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Oak Grv	2,700.00
291451	1	DELL FINANCIAL SERVICES	Rnt&Repr/TIS /Dstrctwd	16,831.19
291452	1	EDUCATIONAL BASED SERVICES	NPA /NPA /Dstrctwd	24,999.00
			Sub NPA /NPA /Dstrctwd	24,821.00
291453	1	DEAFINITELY PROFESSIONAL	CnsltIns/Aid:Inst/Dstrctwd	24,999.00
			SubInCon/Aid:Inst/Dstrctwd	45,001.00
291454	1	OWEN, JEFFREY S	CnsltNon/PsychSer/Dstrctwd	25,000.00
291455	1	HUNTER PHD, NATHAN H	CnsltNon/PsychSer/Dstrctwd	3,500.00
291456	25	MTGL	BI:CTest/Fac Acq /DJAMS	1,500.00
291457	1	STEIN, CHRISTINE E	CnsltNon/SupvAdmn/Dstrctwd	6,036.80
	12		CnsltIns/Instrctn/Dstrctwd	37,083.20
291458	25	MTGL	BI:CTest/Fac Acq /SCHS	1,500.00
291459	1	BLUE BIRD BODY COMPANY	Serv&Op /PuplTran/Dstrctwd	4,618.30
291460	1	HANDWRITING W/O TEARS	InstMtls/Instrctn/Kinoshta	742.19
291461	1	SOUTHLAND INSTRUMENTS	InstMtls/Instrctn/DHHS	2,385.00

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....SEPTEMBER 15, 2009

PO No.	Fund	Vendor	Description	Amount
291462	1	HIRSCH PIPE & SUPPLY	SpplsNonI/Op:Grnds/Dstrctwd	3,000.00
291463	1	PREMIERE WATER SERVICES	Rntl:Oth/RR:Bldgs/Arroyo V	3,780.00
291464	1	DUNN-EDWARDS CORP	SpplsNonI/RR:Bldgs/Dstrctwd	10,000.00
291465	1	PLAYPOWER LT FARMINGTON INC.	Rntl:Oth/RR:Bldgs/Arroyo V	68.13
291466	1	HARDY & HARPER INC	Rntl:Oth/RR:Bldgs/DHHS	1,200.00
291467	1	CASE, JILL	NPS /NPS /Dstrctwd	4,393.13
291468	1	LAW OFFICES OF MICHELLE ORTEGA	Legal /SupvAdmn/Dstrctwd	1,000.00
291469	1	HELIN, RACHEL	Legal /SupvAdmn/Dstrctwd	2,500.00
291470	1	JEWELL, LAW OFFICE OF MICHAEL	Legal /SupvAdmn/Dstrctwd	7,000.00
291471	1	HICHMAN, BRUCE AND TAMARA	Legal /SupvAdmn/Dstrctwd	25,000.00
291472	12	GUTIERREZ, ANGELICA PATRICIA	ParntFee/Undesig /Dstrctwd	345.00
291473	1	EDUCATIONAL DATA SYSTEMS	SpplsNonI/SupvAdmn/Dstrctwd	2,223.83
291474	1	CREATIVE GYMNASTICS	Serv&Op /Instrctn/OsoGrand	11,000.00
291475	1	CAMPCO	Serv&Op /Instrctn/Las Palm	118,041.13
291476	1	NASCO WEST	InstMtls/Instrctn/NHMS	500.00
291477	1	UNION BANK OF CALIFORNIA	PARS /Undesig /Dstrctwd	110,000.00
291478	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/LFMS	260.00
			InstMtls/RSPInstr/LFMS	675.00
291479	1	OFFICE DEPOT	InstMtls/Instrctn/DJAMS	1,000.00
291480	1	STAPLES ADVANTAGE	InstMtls/Instrctn/DJAMS	5,000.00
291481	1	OFFICE DEPOT	InstMtls/Instrctn/Serra	300.00
291482	1	OFFICE DEPOT	SpplsNonI/Sch Adm /FNMS	8,000.00
291483	1	IMAGE 2000	SpplsNonI/Sch Adm /FNMS	2,000.00
291484	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Barcelon	4,000.00
291485	1	HARLAND TECHNOLOGY SERVICES	Rntl:Oth/Sch Adm /FNMS	559.00
291486	1	LAWNMOWERS ETC	NonCapEq/Op:Grnds/Dstrctwd	7,750.61
291487	1	BIG TEX TRAILERS WEST	NonCapEq/Op:Grnds/Dstrctwd	2,255.12
291488	1	ULINE	SpplsNonI/Sch Adm /Dstrctwd	90.39
291489	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Chaparal	5,000.00
291490	1	SEHI COMPUTER	InstMtls/Instrctn/NHMS	7,000.00
291491	1	OFFICE DEPOT	InstMtls/Instrctn/Serra	500.00
291492	1	EBERHARD EQUIPMENT	Rntl:Oth/Op:Grnds/Dstrctwd	3,500.00
291493	13	BALLPARK PIZZA R.S.M.	FdPrshbl/FoodServ/Dstrctwd	10,000.00
291494	1	INTERNATIONAL BACCALAUREATE NA	CnfrNonI/Sch Adm /Hankey	3,094.00
			CnfrNonI/SupvAdmn/Hankey	1,666.00
291495	1	PHONAK INC	SpplsNonI/HlthServ/Dstrctwd	116.49
291496	1	INTERNATIONAL BACCALAUREATE NA	Conf:Ins/Instrctn/HankeyMS	4,760.00
			CnfrNonI/Sch Adm /HankeyMS	595.00
291497	1	SANTA MARGARITA FORD	F&ENonIn/Dist Veh/Dstrctwd	18,770.25
291498	1	REGENTS OF THE UNIV CALIFORNIA	CnfrNonI/Enterprs/ANHS	60.00
291499	1	REGENTS OF THE UNIV CALIFORNIA	CnfrNonI/Enterprs/ANHS	60.00
291500	1	DISCOUNT OFFICE SERVICES	SpplsNonI/Sch Adm /Dstrctwd	2,500.00
291501	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Ambuehl	700.00
291502	1	STAPLES ADVANTAGE	InstMtls/Instrctn/Ambuehl	500.00
291503	1	MWB BUSINESS SYSTEMS	Rnt&Repr/Instrctn/Palisade	1,941.77
291504	1	OFFICE DEPOT	SpplsNonI/Sch Adm /Ambuehl	500.00
291505	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/RH Dana	750.00
			SpplsNonI/Sch Adm /RH Dana	750.00
291506	1	REALLY GOOD STUFF	SpplsNonI/Sch Adm /Dana ENF	50.13
291507	1	OFFICE DEPOT	SpplsNonI/Sch Adm /Dstrctwd	135.67

Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....SEPTEMBER 15, 2009

PO No.	Fund	Vendor	Description	Amount
291508	1	DELL COMPUTER	NonCapEq/Instrctn/Oak Grv	8,925.03
291509	1	DELL COMPUTER	SpplsNonI/SupvAdmn/Dstrctwd	147.89
291510	1	BECKER'S SHEET METAL	SpplsNonI/RR:Bldgs/Dstrctwd	2,000.00
291511	1	SAN DIEGO ENERGY EFFICIENT	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
291512	1	CAMCOR INC	NonCapEq/Sch Adm /Barcelon	1,797.53
291513	1	WHITE CAP INDUSTRIES INC	SpplsNonI/RR:Bldgs/Dstrctwd	2,200.00
291514	1	GAMETIME	Rntl:Oth/RR:Bldgs/Oak Grv	2,551.80
291515	1	PREMIERE WATER SERVICES	SpplsNonI/RR:Bldgs/Dstrctwd	3,780.00
291516	1	CROMWELL, PATRICIA	CnsltIns/Aid:Inst/Dstrctwd	15,000.00
291517	1	STEIN, CHRISTINE E	CnsltIns/SEOthIns/Dstrctwd	4,000.00
			CnsltNon/Spch Aud/Dstrctwd	4,000.00
291518	1	DORES PHD, PAUL ALAN	CnsltNon/PsychSer/Dstrctwd	15,000.00
291519	1	LEVIN, DR EUGENE	CnsltNon/HlthServ/Dstrctwd	1,500.00
291520	1	MENDE PSY.D, SYLVIA	CnsltNon/SupvAdmn/Dstrctwd	15,000.00
291521	1	GOODWILL SOLAC/LINKS	CnsltIns/Aid:Inst/Dstrctwd	5,000.00
291522	1	STAPLES ADVANTAGE	SpplsNonI/SupvAdmn/Dstrctwd	1,309.35
291523	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Dstrctwd	1,452.38
291524	13	JJ MANAGEMENT COMPANY	FdPrshbl/FoodServ/Dstrctwd	25,000.00
291525	13	ARROW RESTAURANT EQUIPMENT	SMLEQUIP/FoodServ/Dstrctwd	20,000.00
291526	1	SAN DIEGO ENERGY EFFICIENT	SpplsNonI/RR:Bldgs/Dstrctwd	1,383.38
291527	1	STAPLES ADVANTAGE	SpplsNonI/PuplTest/Dstrctwd	500.00
291528	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/NHMS	500.00
291529	1	SMART & FINAL IRIS #399	SpplsNonI/Sch Adm /Serra	500.00
291530	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/DHHS	1,000.00
291531	1	ARROWHEAD WATER	SpplsNonI/CommServ/FRC:AnxI	550.00
291532	1	RALPHS GROCERY CO	InstMtls/Instrctn/NHMS	1,200.00
291533	1	PAPA	CnfrNonI/M&OResOH/Dstrctwd	70.00
291534	1	OCDE	Conf:Ins/Instrctn/NHMS	200.00
291535	1	OCDE	Serv&Op /Instrctn/CVHS	200.00
291536	1	C.A.S.H.	CnfrNonI/M&OUNrOH/Dstrctwd	145.00
291537	1	PCI EDUCATIONAL PUBLISHING	InstMtls/SDCInstr/CVHS	251.89
291538	1	BROOKES PUBLISHING CO, PAUL H	InstMtls/SEOthIns/Dstrctwd	44.50
291539	1	SCHOLASTIC INC	InstMtls/Instrctn/MFMS	572.09
291540	1	WESTSHIELD ADOLESCENT SERVICES	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	35,001.00
291541	1	ORANGE COUNTY HEALTH AGENCY	Serv&Op /Saf&Trng/Dstrctwd	932.00
291542	1	OFFICE DEPOT	SpplsNonI/Purch /Dstrctwd	300.00
291543	25	APPLE COMPUTER INC	NonCapEq/Fac Acq /OsoGrand	8,369.70
291544	25	APPLE COMPUTER INC	NonCapEq/Fac Acq /OsoGrand	2,556.40
291545	1	DELL COMPUTER	InstMtls/Instrctn/Dstrctwd	853.81
291546	25	REGISTER	Serv&Op /Fac Acq /Dstrctwd	254.88
291547	1	PHONAK INC	SpplsNonI/HlthServ/Dstrctwd	108.21
291548	1	KONICA MINOLTA BUSINESS SYS	SpplsNonI/Sch Adm /Dstrctwd	361.74
291549	1	LOOMIS FARGO & CO	Serv&Op /Bus Serv/Dstrctwd	3,600.00
291550	40	CUSD	TrOutOth/IntrAgnc/Dstrctwd	498,516.88
291551	12	VAVRINEK TRINE DAY & CO LLP	CnsltNon/SupvAdmn/Dstrctwd	3,900.00
			Serv&Op /Pup Serv/Dstrctwd	1,100.00
291552	1	OLSH, ROXANE & ANTHONY LAZARD	Serv&Op /SEOthIns/Dstrctwd	8,500.00

689 Purchase Orders \$12,355,822.29

## Board of Trustees Purchase Order Listing

\*===== Fiscal Year: 2008-09 =====\*

Board of Trustees Meeting.....SEPTEMBER 15, 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
4799	89	CAPISTRANO UNIFIED	OthConst/Fac Acq /SJHHS	2,100.00
4800	89	CAPISTRANO UNIFIED	F&EInstl/Fac Acq /SJHHS	26,481.28
4801		VOID	VOID	0.00
4802		VOID	VOID	0.00
4803		VOID	VOID	0.00
4804		VOID	VOID	0.00
4805		VOID	VOID	0.00
4806		VOID	VOID	0.00
4807		VOID	VOID	0.00
4808	87	CAPISTRANO UNIFIED	Serv&Op /Fac Acq /Dstrctwd	80,784.64
	88		Serv&Op /Undesig /Dstrctwd	29,376.23
	89		Serv&Op /Fac Acq /Dstrctwd	80,784.64
	90		Serv&Op /Fac Acq /Dstrctwd	22,032.18
	92		Serv&Op /Undesig /Dstrctwd	36,720.29
	93		Serv&Op /Fac Acq /Dstrctwd	18,360.15
	94		Serv&Op /Undesig /Dstrctwd	18,360.15
	98		Serv&Op /Fac Acq /Dstrctwd	80,784.64
4809	87	CAPISTRANO UNIFIED	Serv&Op /Fac Acq /Dstrctwd	41,014.43
	88		Serv&Op /Undesig /Dstrctwd	14,914.34
	89		Serv&Op /Fac Acq /Dstrctwd	41,014.44
	90		Serv&Op /Fac Acq /Dstrctwd	11,185.75
	92		Serv&Op /Undesig /Dstrctwd	18,642.92
	93		Serv&Op /Fac Acq /Dstrctwd	9,321.46
	94		Serv&Op /Undesig /Dstrctwd	9,321.46
	98		Serv&Op /Fac Acq /Dstrctwd	41,014.43
4810	87	CAPISTRANO UNIFIED	Serv&Op /Fac Acq /Dstrctwd	99,248.59
	88		Serv&Op /Undesig /Dstrctwd	36,090.41
	89		Serv&Op /Fac Acq /Dstrctwd	99,248.59
	90		Serv&Op /Fac Acq /Dstrctwd	27,067.80
	92		Serv&Op /Undesig /Dstrctwd	45,112.99
	93		Serv&Op /Fac Acq /Dstrctwd	22,556.50
	94		Serv&Op /Undesig /Dstrctwd	22,556.50
	98		Serv&Op /Fac Acq /Dstrctwd	99,248.59

5 Purchase Orders \$1,033,343.40

Board of Trustees Purchase Order Listing

\*===== Fiscal Year: 2009-10 =====\*

Board of Trustees Meeting.....SEPTEMBER 15, 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
4801	89	T & S RIGGING	NonCapEq/Fac Acq /SJHHS	1,090.93
4802	88	BONDLOGISTIX LLC	Serv&Op /Fac Acq /Dstrctwd	2,000.00
4803	89	PJHM ARCHITECTS SOUTHWEST INC	BI:Arch /Fac Acq /SCHS	728.84
4804	98	PJHM ARCHITECTS SOUTHWEST INC	BI:Arch /Fac Acq /SJHHS	1,197.14
4805	89	ALLIANCE DATACOM	NonCapEq/Fac Acq /SCHS	2,427.50
4806	89	DELL COMPUTER	NonCapEq/Fac Acq /SCHS	9,512.48
4807	89	CDWG INC	NonCapEq/Fac Acq /SCHS	469.29
4808		VOID	VOID	0.00
4809		VOID	VOID	0.00
4810		VOID	VOID	0.00
4811	89	DEWEYS HOME APPLIANCES	NonCapEq/Fac Acq /SCHS	638.58
4812	89	B & H PHOTOGRAPHY	InstMtls/Fac Acq /SCHS	798.44
4813	89	CALIFORNIA WESTERN VISUALS	NonCapEq/Fac Acq /SCHS	1,324.58
4814	89	BEMUS LANDSCAPE INC.	SI:Const/Fac Acq /VDMMS	11,170.00
4815	89	FARINO ENGINEERING INC	SI:Const/Fac Acq /VDMMS	5,800.00

12 Purchase Orders \$37,157.78



Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
142536	AIR CYCLE CORPORATION	CL-091578	194.64
142537	CITY OF SAN JUAN CAPISTRANO	PO-290461	12,777.70
142538	COMMERCIAL FENCE & IRON WORKS	PO-092312	1,650.00
142539	DEPT OF GENERAL SERVICES	CL-091306	561.00
142540	EDULINK SYSTEMS	PO-092283	466.00
142541	SAN DIEGO GAS & ELECTRIC	PO-290562	28,616.01
142542	SANTA MARGARITA WATER	PO-290463	3,777.93
142543	SO CAL GAS CO	PO-290564	1,778.71
142544	STATE OF CALIFORNIA	PO-290727	4,900.00
142545	SKY BLUE ENVIRONMENTAL	PO-092338	2,950.00
142546	TANDUS SPECIALIZED MARKETS	PO-091902	13,497.58
142547	DOLINKA GROUP LLC	CL-091466	7,977.09
142548	GILBERT & STEARNS INC	CL-091579	1,460.97
142549	LPA	CL-091581	442.72
		CL-091582	97.28
142550	PLANNING CENTER, THE	CL-091470	903.00
		CL-091471	1,393.00
142551	EMPLOYMENT DEVELOPMENT DEPT	PV-000100	239,561.42
142552	CORVEL ENTERPRISE COMP INC	CL-091634	53,926.99
142553	CAPISTRANO UNIFIED SCHOOL DIST	CL-090979	2,178.17
		PO-290538	64,088.62
142554	CORVEL CORPORATION	PO-290598	13,561.66
142555	ACETEC SECURITY SYSTEMS	PO-290440	6,321.00
142556	AMERICAN LOGISTICS COMPANY LLC	CL-091064	11,672.50
142557	APPLE COMPUTER INC	CL-090195	1,193.41
		CL-091066	133.21
		CM-000011	29.10-
		PO-290121	25,266.13
		PO-290127	37,933.88
142558	BANC OF AMERICA LEASING	PO-290627	862.00
142559	CINTAS CORP	CL-091067	1,967.24
		CL-091068	206.40
		PO-290675	206.40
142560	CITY OF SAN JUAN CAPISTRANO	PO-290461	6,981.70
142561	DANBRU WIRE & CABLE INC	PO-290354	120.21
		PO-290447	703.87

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
142562	DELL MARKETING L P	CL-090220	206.61
		CL-090221	1,476.41
		CL-090222	13,687.35
		CL-090223	4,562.44
		CL-090224	929.30
		CL-091072	170.76
		CL-091073	676.40
		PO-290126	17,874.12
		PO-290191	2,553.45
		PO-290198	3,404.58
		PO-290312	51.00
		PO-290314	852.95
		PO-290361	1,526.33
		PO-290581	3,468.00
142563	DEPARTMENT OF JUSTICE	CL-091307	288.00
142564	IMAGE 2000	CL-091078	136.15
		CL-091079	144.99
142565	IMAGE WORKS	PO-290122	720.00
142566	MARLIN LEASING	PV-000147	1,078.57
142567	MOULTON NIGUEL WATER	PO-290462	3,323.44
142568	MWB BUSINESS SYSTEMS	PO-290119	1,492.00
		PO-290120	338.15
		PV-000148	595.18
142569	MWB BUSINESS SYSTEMS	PO-290621	578.64
142570	ORANGE COUNTY PROBATION DEPT	CL-091098	7,750.00
		CL-091653	2,800.00
142571	ORANGE CTY DEPT EDUC	CL-091654	6,876.37
142572	PITNEY BOWES	PO-290375	508.00
142573	PRUDENTIAL OVERALL SUP	CL-091099	17.53
		CL-091100	59.36
		CL-091101	50.86
		PO-290435	76.89
		PO-290895	61.36
142574	SAN DIEGO GAS & ELECTRIC	PO-290562	42,961.47
142575	SANTA MARGARITA WATER	PO-290463	10,813.01
142576	SMART & FINAL	PO-290550	108.60
142577	SO CAL EDISON CO	PO-290563	33,429.69
142578	SO CAL GAS CO	PO-290564	2,621.28
142579	SO COAST WATER DIST	PO-290565	5,207.84
142580	SOLAG / CR&R	PO-290439	20,737.27

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
142581	SPARKLETTS	CL-091108	39.21
		CL-091109	22.44
		CL-091110	42.55
		CL-091657	17.11
		CL-091658	25.26
		CL-091659	9.88
		CL-091663	180.18
		CL-091664	23.95
		CL-091665	18.75
142582	THYSSENKRUPP ELEVATOR CORP	PO-290569	12,627.17
142583	UNITED RENTALS NORTHWEST INC	CL-091117	176.85
		CL-091118	65.25
142584	WELLS FARGO FINANCIAL LEASING	PO-290256	211.92
142585	XEROX CORPORATION	CL-091119	215.58
		CL-091121	9,051.51
		CL-091646	7,374.40
		PO-290403	6,093.13
		PO-290415	3,023.09
142586	GARY CAMPBELL	PO-290694	1,700.00
142587	SPARKLETTS	CL-091111	26.47
		CL-091112	22.41
		CL-091113	10.87
		CL-091114	6.15
		CL-091656	69.62
		CL-091660	18.37
		CL-091661	6.10
		CL-091662	10.16
142588	APPLE INC.	CL-090200	8,536.16
		CL-090201	8,536.17
		CL-090202	929.51
		CL-090203	929.50
142589	BEACH M.A. CCC-SLP, JOELLE	CL-091488	800.00
		CL-091672	695.00
142590	BOYD, VALERIE	PV-000104	103.18
142591	BROWN RPT, SUSAN	CL-091495	540.00
142592	CARES	PO-290839	520.00
142593	CINNAMON HILLS SCHOOL	CL-091413	204.00
142594	CSBA'S PRACTI-CAL	CL-090882	5,000.00
		CL-091418	10,000.00
142595	DEVEREUX FOUNDATION	PV-000101	1,394.00
142596	KENNEY, ROBERT AND MARIE	CL-091675	18,500.00
142597	LECHUGA, DAVID M.	CL-091677	1,200.00
142598	LOYER, LAW OFFICES OF KATHLEEN	CL-091678	3,000.00
142599	MOLINARO, ROBERT	CL-091417	580.37
142600	NAVARRO, ERIC & SHELLIE LOPES	PO-290212	205.44

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
142601	NEW HAVEN SCHOOL	CL-091536	854.00
142602	PACIFIC PEDIATRIC THERAPY INC	CL-091544	840.00
142603	PILOT, KEVIN	CL-091549	795.80
142604	RAINBOW CONNECTION	CL-091552	309.00
142605	SADDLEBACK VLY SCH DIST	CL-091611	105,360.00
142606	SHILOH TREATMENT CENTER INC	CL-091415	619.10
142607	SUMIDA, MARK AND SYLVIA	CL-091685	10,000.00
142608	WERTHEIMER-GALE & ASSOCIATES	CL-091566	234.00
		CL-091567	39.00
142609	ZABOROWSKI, JEFF AND WENDY	CL-091695	273.24
142610	IKON FINANCIAL SERVICES	PO-290863	2,044.50
142611	IKON FINANCIAL SERVICES	PO-290860	2,718.75
142612	IKON FINANCIAL SERVICES	PO-290862	1,946.63
142613	IKON FINANCIAL SERVICES	PO-290861	1,794.38
142614	CAPO-LAGUNA BEACH ROP	CL-091205	32,673.79
		CL-091624	661,917.74
		CL-091625	28,044.00
142615	CREATIVE CONTRACTORS CORP	PO-091553	450.00
		PO-290299	350.00
		PO-290300	650.00
142616	HARDY & HARPER INC	CL-091580	1,504.00
		PO-092310	3,111.00
142617	MOBILE MODULAR	PO-290691	610.00
142618	PROSURFACE	PO-290358	15,150.00
142619	TANDUS SPECIALIZED MARKETS	PO-091902	2,474.01
142620	BOWIE ARNESON WILES &	CL-091465	1,491.00
		CL-091670	481.44
142621	NELSON, LARRY	PO-290242	6,400.00
142622	PLANNING CENTER, THE	CL-091671	600.00
142623	ATKINSON ANDELSON LOYA	CL-091484	3,700.05
		CL-091485	3,145.00
142624	BEST BEST & KRIEGER LLP	CL-090357	18,949.16
		CL-091576	7,709.79
142625	DINERS CLUB	PV-000108	471.40
142626	MILLER BROWN & DANNIS	CL-091535	20,935.51
		CL-091608	40,000.00
142627	ORANGE CTY DEPT EDUC	CL-091539	22,825.33
142628	STEP - NAOMI SUENAKA	PV-000107	14,000.00
142629	ALISO AQUATICS	PV-000115	6,373.00
142630	TUTORING PLUS INC.	PV-000116	2,700.70
142631	AT&T-CALNET2	PO-290457	19,918.96
142632	E. STEWART AND ASSOCIATES	PO-092277	5,661.00
		PO-092278	5,328.00
		PO-092279	3,996.00
142633	MISSION VIEJO GLASS	PO-290264	885.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
142634	MODERN TREE	PO-290285	6,490.00
142635	NATIONWIDE FIRE PROTECTION	PO-091261	2,095.20
		PO-290271	275.00
142636	OFFICE DEPOT	PO-290176	2,453.51
		PO-290183	5,449.68
		PO-290497	933.34
142637	ORANGE COUNTY DEPT OF EDUC	CL-091027	60.94
142638	OVER NIGHT NUMBERING	PO-290416	879.50
142639	PETRO DIAMOND INC	PO-290530	20,212.82
142640	PLAY POWER LT FARMINGTON INC.	CL-091039	3,502.55
		PO-092309	1,111.02
142641	PREMIER SCHOOL AGENDAS	PO-290203	3,624.21
142642	PRIORITY MAILING SYSTEMS	CL-091044	1,625.81
		PO-290423	342.56
142643	PSOC-WATERLINES TECHNOLOGIES	PO-290658	15,566.50
142644	QUICK SORT INC	PO-290369	1,085.61
142645	SCHOOL LOOP	PO-290333	62,658.40
142646	SCHOOL SPECIALTY INC	PO-290177	3,403.44
142647	SCOTT FORESMAN	-	
		PO-290924	10,584.60
		PO-290928	9,696.68
		PO-290930	2,424.16
		PO-290943	12,176.56
		PO-290948	9,696.68
		PO-290950	11,472.52
		PO-290953	24,241.68
		PO-290960	23,554.97
		PO-290964	22,333.10
		PO-290966	5,430.54
		PO-290986	15,409.16
		PO-290987	35,977.32
		PO-290988	19,278.41
142648	SCOTT FORESMAN	PO-290988	11,132.61
		PO-290991	29,867.97
		PO-290992	18,395.96
142649	SEHI COMPUTER	PO-290200	1,204.24
		PO-290202	1,237.29
		PO-290353	720.25
		PO-290709	1,453.93
142650	SIERRA SOIL	PO-290286	1,689.98
142651	SMARDAN SUPPLY COMPANY	PO-290262	3,977.40
142652	SOUTHERN COUNTIES OIL CO	CL-091616	7,531.59
		CL-091617	7,531.59
142653	SPICERS PAPER CO	PO-290399	5,342.78
142654	TELL STEEL INC	PO-290592	531.79

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
142655	TIFCO INDUSTRIES	CL-091159	391.80
		CL-091160	607.12
		PO-290525	2,460.52
142656	VERIZON WIRELESS	CL-090521	379.27
142657	VISTA PAINT CORP	PO-290505	34.97
142658	WAL MART COMMUNITY	CL-090030	24.77
142659	WESTERN PACIFIC PUMP SALES	PO-290280	608.00
142660	PRO-ED	CL-091045	115.50
142661	QUALITY LOGO PRODUCTS	CL-091046	427.38
142662	RALPHS GROCERY CO	PO-290217	262.45
142663	A Z BUS SALES INC	PO-290518	4,676.66
142664	ACADEMIC SUPERSTORE	CL-090629	246.41
142665	ADVANTAGE RADIATOR	PO-290522	1,085.77
142666	ALISO VIEJO AUTO SERVICE	PO-290521	2,025.08
142667	ALLIANCE DATACOM	PO-290332	8,490.00
142668	ANAHEIM BAND INSTRUMENTS	PO-290384	4,585.80
142669	ARAMARK UNIFORM SERVICE	PO-290520	1,065.57
142670	ARIEL SUPPLY	PO-290189	16,507.43
142671	ASSOC BUSINESS PRODUCTS	PO-290644	109.74
142672	AUTO SHOP EQUIP CO INC	PO-290519	1,658.84
142673	CODESP	PO-290894	1,750.00
142674	ADMINSTRATIVE SOFTWARE	PO-290360	4,484.00
		PO-290906	5,196.51
142675	CAPISTRANO LAGUNA BEACH ROP	PV-000112	25.00
142676	AVID CENTER	PO-290596	745.00
142677	BACK TO NATIVES RESTORATION	CL-091424	795.04
142678	CASBO	CL-091421	300.00
142679	ESCO EAR SERVICE CORP	PO-290800	103.00
		PO-290801	180.00
142680	MAHLER, BOBBI	PV-000117	37.42
142681	OCDE	PO-290856	375.00
142682	ORANGE COUNTY SHERIFF DEPT	PV-000118	80.00
142683	PEPPERDINE UNIVERSITY GSEP	CL-091449	2,707.50
		CL-091450	3,555.20
		CL-091621	19,878.75
142684	SCHOOL SERVICES OF CALIF	CL-090393	130.00
142685	ALISO AQUATICS	PV-000119	4,672.50
142686	PERKINS, TRAPPER	PV-000122	2,863.00
		PV-000123	6,016.50
142687	SARKISSIAN, LISA	PV-000120	834.00
142688	SC WATER POLO	PV-000121	2,772.50
142689	DELL MARKETING L P	PO-290512	14,457.35
142690	AT&T	PO-290426	19.67
142691	AUTO NATION SSC	PO-291106	28.49
142692	MOORE'S SEWING MACHINE	PO-290467	59.95

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
142693	MYERS FORKLIFT INC	PO-290377	2,352.22
142694	ONE STOP BINDERY	PO-290398	1,960.00
142695	ORANGE CO SCH BRDS ASSN	PO-291059	125.00
142696	ORANGE CTY PUMP CO	PV-000126	200.12
142697	PARKHOUSE TIRE INC.	PO-291105	2,674.97
142698	PICK UP STIX	CL-091158	61.94
142699	PRECISION AIR COND & MECH INC	CL-091041	6,653.32
		CL-091043	2,068.10
142700	PRECISION TUNE AUTO CARE	PO-291107	2,950.50
142701	RALPHS GROCERY CO	PO-290549	155.31
142702	RECORDING FOR THE BLIND	PO-290893	950.00
142703	RINCON TRUCK PARTS	PO-290533	8,352.25
142704	SCANTRON SERVICE GROUP	PO-290186	27,709.50
142705	SCHAEFFER MFG	PO-290531	5,220.05
142706	SCIENCE KIT & BOREAL LAB	CL-091146	648.49
		CL-091147	92.43
		CL-091176	157.41
142707	SMOG EXPRESS	PO-290553	62.70
142708	SNAP-ON TOOLS INDUSTRIAL	CL-091149	4,885.67
142709	SO COAST DISTRIBUTING CO	PO-290367	293.74
142710	SOUTHWEST SCHOOL SUPPLY	PO-290116	902.54
		PO-290165	10,317.11
		PO-290255	71.55
		PO-290889	3,408.23
142711	SPORTS FACILITIES GROUP INC	PO-290570	757.81
142712	STAPLES ADVANTAGE	PO-290417	54.38
		PO-290698	1,143.74
142713	SUPPLY LINE BUILDING MATERIALS	PO-290636	9.73
142714	TONER DEPOT	PO-290178	772.13
142715	TRUCPAR CO	PO-290527	1,446.11
142716	TUTTLE-CLICK FORD	PO-290526	4,549.90
142717	ULINE	PO-290436	1,211.51
142718	UNITED TRANSMISSION EXCHANGE	PO-290528	4,112.62
142719	VERNON LIBRARY SUPPLIES INC	PO-290249	525.27
		PO-290250	1,102.60
142720	VISTA PAINT CORP	PO-290505	34.42
142721	WAXIE	PO-290501	2,107.41
142722	WHITE CAP INDUSTRIES INC	PO-290368	298.61
		PO-290494	516.39
142723	KEENAN & ASSOCIATES	PO-290849	214,425.00
142724	CAPISTRANO UNIFIED SCHOOL DIST	PO-290538	80,890.23
142725	METROPOLITAN EMPLOYEES	PO-290539	23,262.00
		PO-290545	3,636,680.98
142726	VISION SERVICE PLAN	PO-290542	79,733.00
142727	ASCIP	PO-291101	1,542,024.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
142728	CAPISTRANO CONNECTIONS ACADEMY	PO-290383	667,093.00
142729	COMMERCIAL FENCE & IRON WORKS	PO-090643	14,316.00
142730	JOURNEY CHARTER SCHOOL	PO-290382	127,885.00
142731	OPPORTUNITY FOR LEARNING	PO-290311	69,890.00
142732	CAPISTRANO CONNECTIONS ACADEMY	CL-091227	20,117.42
		CL-091479	57,586.00
		CL-091570	14,792.00
		CL-091604	238.00
		CL-091690	270.00
		PV-000124	6,134.00
142733	OPPORTUNITY FOR LEARNING	CL-091231	2,751.91
		CL-091573	4,752.00
		CL-091605	4.29
		PV-000125	1,234.00
142734	TANDUS SPECIALIZED MARKETS	PO-091902	4,835.99
142735	WLC ARCHITECTS INC	PO-090763	36,795.00
		PO-090764	4,865.00
142736	EXECUTIVE ENVIRONMENTAL SVCS	PO-290896	995.40
142737	ARTINGER, TRACEY	CL-091628	113.30
142738	BRANNON, DESIREE	PV-000128	232.10
142739	BUCKMAN, JONATHAN T.	PV-000130	99.00
142740	BYERS, VICKI	PV-000131	41.25
142741	CIZEK, DAN	PV-000132	57.20
142742	EXWORTHY, MARK	PV-000133	75.90
142743	GARRISON, SANDRA L.	PV-000134	8.80
142744	HALL, SHEILA	PV-000135	182.60
142745	HANAFORD, LAURA	CL-091629	117.70
142746	HIRCHAG, REBECCA S	PV-000136	47.30
142747	LANDEROS, BEATRIZ	CL-091577	46.20
142748	PINKERTON, DAN	PV-000137	173.80
142749	PURCELL, KATHLEEN	PV-000138	66.55
142750	RIEGERT, KAREN	PV-000139	116.60
142751	SHAH, RANA	PV-000140	5.50
142752	STEELE, MICHAEL	PV-000141	56.10
142753	VARGAS, DAVID	PV-000142	181.50
142754	WEIS-DAUGHERTY, DENISE	PV-000143	114.40
142755	WHALEN, ANDREA	PV-000144	67.10
142756	WHITE, BRANDI	PV-000145	99.00
142757	YOTA, DENISE	PV-000146	33.00
142758	BEAHM, BROOKE	PV-000127	138.60
142759	BROCKMAN, CARY	PV-000129	99.55
142760	APPLE INC.	CL-090204	11,503.18
		CL-090205	1,945.25
142761	APPLE INC.	CL-090198	14,212.56
		CL-090199	2,223.87

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
142762	APPLE INC.	CL-090206	27,267.23
		CL-090207	1,632.67
142763	CINTAS CORP	PO-290675	68.80
142764	DELL MARKETING L P	PO-290909	147.89
142765	IKON FINANCIAL SERVICES	PO-291004	723.19
		PV-000152	270.12
142766	MOULTON NIGUEL WATER	PO-290462	24,107.61
142767	SAN DIEGO GAS & ELECTRIC	PO-290562	35,132.48
142768	SANTA MARGARITA WATER	PO-290463	4,002.57
142769	SO CAL GAS CO	PO-290564	257.54
142770	SPARKLETTS	PO-290561	6.10
		PO-291077	8.11
142771	TROXELL COMM INC	CL-090234	269.70
		CL-090238	3,220.11
		PV-000151	303.42
142772	XEROX CORPORATION	PO-290380	254.69
		PO-290403	4,965.43
		PO-290415	1,410.70
142773	SPARKLETTS	PO-290866	2.00
		PO-290868	35.50
		PO-290870	2.01
142774	STATE BD EQUALIZATION	PV-000150	1,728.00
142775	CHRISTENSEN, LARRY	PV-000161	68.40
142776	COX COMMUNICATIONS	PO-290458	13,954.82
142777	MYERS FORKLIFT INC	PO-290377	200.02
142778	NATIONWIDE FIRE PROTECTION	PO-290271	3,298.96
142779	OFFICE DEPOT	PO-290182	9,265.57
142780	P & R PAPER SUPPLY COMPANY	PO-290166	350.33
		PO-290168	1,834.34
142781	PARKHOUSE TIRE INC.	PO-291105	2,288.81
142782	PRECISION SPEEDOMETER SR	PO-291117	483.85
142783	QUALITY TOWING	PO-291132	103.00
142784	RICKS TRAILER SUP	PO-291110	829.67
142785	RINCON TRUCK PARTS	PO-290533	2,897.11
142786	RIS	PO-290190	67,772.58
142787	SCANTRON SERVICE GROUP	PO-291008	25.80
		PO-291009	341.58
142788	SMOG EXPRESS	PO-290553	62.70
142789	SOUTH COAST MEDICAL GROUP	PV-000162	45.00
142790	SOUTHERN COUNTIES OIL CO	PO-290529	15,461.01
142791	SUPPLY LINE BUILDING MATERIALS	PO-290636	44.37
142792	UNIQUE SWEEPING	PO-291130	252.00
142793	WHITE CAP INDUSTRIES INC	CL-091161	123.67
		PO-290494	623.37
142794	TELEPARENT EDUCATIONAL SYSTEMS	PO-291061	1,000.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
142795	RALPHS GROCERY CO	PO-290222	188.77
142796	1ST JON	PO-290471	256.62
142797	ARAMARK UNIFORM SERVICE	PO-290520	449.76
142798	BEE MAN	PO-290295	370.00
142799	C D T INC.	PO-290465	1,326.50
142800	CAL-STATE AUTO PARTS INC	PO-290516	1,650.42
142801	CALIFORNIA WESTERN VISUALS	CL-090633	478.48
142802	CAPISTRANO GOLF CARS	PO-290656	1,745.45
142803	CARLOS GUZMAN INC	PO-290515	1,500.00
142804	CELEBRITY SYSTEMS CORPORATION	CL-090652	9,330.71
142805	CLARK SECURITY PRODUCTS	CL-090653	177.49
		PO-290566	60.99
142806	DANIEL SMITH	PV-000153	32.97
142807	DENAULT'S HARDWARE	PO-290364	290.22
		PO-290452	263.66
142808	DISCOUNT OFFICE SERVICES	PO-290110	456.18
		PO-290843	95.08
142809	DUNN-EDWARDS CORP	PO-290450	530.52
142810	E-ZUP FACTORY OUTLET	PO-290371	282.75
142811	EAGLE	PO-290576	8,108.40
142812	EDUCATIONAL RESOURCES	CL-090657	248.92
		PO-092215	26.94
142813	EVERYTHING MEDICAL	PO-290188	895.00
142814	FACTORY MOTOR PARTS	PO-290535	1,667.57
142815	FEDERAL EXPRESS CORP	PO-290378	158.29
142816	FLEET SERVICE SPECIALISTS LLC	PO-290557	5,168.95
142817	FRICTION MATERIALS CO.	PO-290534	5,972.14
142818	GANAHL LUMBER	PO-290289	309.49
		PO-290327	2,464.14
		PO-290328	4,469.41
		PO-290451	1,188.45
142819	GRAPHIC SYSTEMS	PO-290379	556.16
142820	HARLAND TECHNOLOGY SERVICES	PO-290057	559.00
142821	HIRSCH PIPE & SUPPLY	PO-290448	592.47
142822	HYDRO-SCAPE PRODUCTS INC	PO-290291	54.64
142823	INTERSTATE BATTERIES	PO-290547	578.03
142824	JASPER ENGINE & TRANSMISSION	PO-290524	2,247.55
142825	JOHN DEERE LANDSCAPES	CL-091191	663.38
		PO-290276	1,995.80
142826	JOHNSTONE SUPPLY	PO-290453	4,315.89
142827	KELLY PAPER COMPANY	PO-290381	11,132.67
142828	LAWNMOWERS ETC	PO-290268	5,675.25
142829	LESLIES SWIMMING POOL SUPPLY	PO-290492	182.01
142830	LIBERTY FLAGS	PO-290797	73.62
142831	LIFETRENDS GROUP	CL-090679	3,755.58

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
142832	LOCAL JANITORIAL & VACUUM	PO-290362	1,416.15
		PO-290363	1,360.27
142833	HARLAND TECHNOLOGY SERVICES	PO-290056	1,099.00
142835	US BANK CORP PAYMENT SYSTEM	PV-000154	1,820.00
		PV-000155	177.93
		PV-000156	5,999.99
142836	CREATIVE SOLUTIONS FOR AUTISM	CL-090991	825.00
142837	FOUNDATION FOR CSUSB	PO-291079	260.00
142838	GOODWILL IND OF O C	PO-291087	127.50
		PO-291088	120.00
		PV-000159	120.00
		PV-000160	120.00
142839	MAXIM HEALTHCARE SERVICES	CL-091533	3,591.68
142840	ORANGE CTY DEPT EDUC	CL-091630	2,540.00
142841	PROGRESSUS THERAPY INC	CL-091550	7,763.10
		CL-091551	996.90
142842	HOPKINS, SARAH	PV-000158	787.50
142843	MAD SCIENCE	PV-000157	1,529.50
142844	AT&T	PO-290426	53.97
142845	CLARK SECURITY PRODUCTS	CL-090654	7,707.69
142846	GOV CONNECTION INC	CL-090665	173.60
		CL-090666	65.25
		CL-090667	7.56
		CL-090668	7.56
142847	MYERS FORKLIFT INC	PO-290377	52.66
142848	NATIONWIDE FIRE PROTECTION	PO-290271	3,966.54
142849	OVER NIGHT NUMBERING	PO-290416	299.00
142850	PEPPER-LOS ANGELES, J W	CM-000012	46.98-
		PV-000192	394.32
		PV-000193	68.40
142851	PETRO DIAMOND INC	PO-290530	23,955.81
142852	PLAY POWER LT FARMINGTON INC.	CL-091040	1,602.70
142853	PRIMARY PACKAGING RESOURCES	PO-290181	1,801.38
142854	PSOC-WATERLINES TECHNOLOGIES	PO-290658	2,093.12
142855	RADIO SHACK	PO-290619	80.95
142856	RINCON TRUCK PARTS	PO-290533	486.36
142857	SAF-COM SUPPLY	PO-290443	1,475.67
142858	SCHOLASTIC INC	CL-091143	225.00
142859	SCOTT FORESMAN	PO-290973	22,225.27
142860	SEHI COMPUTER	PO-290239	146.38
		PO-291021	188.42
		PO-291023	565.65
142861	SHAMROCK SUPPLY CO INC	PO-290180	2,647.67
142862	SMARDAN SUPPLY COMPANY	PO-290262	482.98
142863	SO COAST AIR QULTY MGMT	PO-290554	804.42

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
142864	SPICERS PAPER CO	PO-290399	64.47
142865	STERICYCLE INC	PO-291097	101.00
142866	UNISOURCE CORP	PO-290301	832.72
142867	UNITED TRANSMISSION EXCHANGE	PO-290528	80.33
142868	VORTEX	PO-291111	480.93
142869	W W GRAINGER INC	PO-290430	157.08
142870	WAXIE	PO-290167	5,562.56
		PO-290501	18,340.51
		PO-290502	10,533.53
142871	WEST-LITE SUPPLY CO INC	PO-290174	1,090.98
142872	OFFICE DEPOT	PO-290229	1,839.67
142873	APPLE COMPUTER INC	PO-290669	4,669.09
142874	CONSOLIDATED ELECT DISTR	PO-290438	1,316.24
142875	COUNTY OF ORANGE-WASTE MNGT	PO-290459	2,041.48
142876	DELL MARKETING L P	CL-090212	391.49
142877	ENTERPRISE FLEET SERVICES	PO-290532	6,478.20
142878	ORANGE COUNTY PROBATION DEPT	PO-290284	3,400.00
142879	PRUDENTIAL OVERALL SUP	CL-091100	103.40
142880	SAN DIEGO GAS & ELECTRIC	PO-290562	51,981.08
142881	SO CAL EDISON CO	PO-290563	30,893.44
142882	SO CAL GAS CO	PO-290564	1,421.73
142883	SO COAST WATER DIST	PO-290565	5,926.14
142884	SPARKLETTS	PO-290561	2.00
		PO-291077	22.85
		PO-291078	10.20
142885	SPARKLETTS	PO-290223	32.76
		PO-290865	2.00
		PO-290866	2.01
		PO-290867	0.01
		PO-290868	2.00
		PO-290869	4.01
		PO-290870	2.01
142886	BELANGER, JEFF	PV-000164	273.39
142887	BELLOMO, PHILIP &/OR KATHY	PV-000165	34.85
142888	BLACK, BRAD AND KATHLEEN	PV-000166	257.98
142889	BOESCH, CHERYL	PV-000167	219.92
142890	BONDE, CRAIG AND/OR JOY	PV-000168	858.82
142891	BRESSLER, ERIC & KATHY	PV-000169	77.31
142892	BURDETTE, SHIELA	PV-000170	151.87
142893	COLCLASER, CAROLEE AND DAVID	PV-000171	163.86
142894	GUTIERREZ, ANGELICA	PV-000191	72.05
142895	HINOJOSA, SALVADOR & NIDIA	PV-000172	85.23
142896	HOGGATT, ROBERT/VERONICA	PV-000173	122.24
142897	JOHNSON, LORI	PV-000174	168.74
142898	JONES, DANNY & NANCY	PV-000187	137.28

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
142899	PAUL, PUJA	PV-000177	554.38
142900	PRINGLE, DIANE	PV-000178	159.88
142901	RICHARDSON, TERRI	PV-000175	179.79
142902	ROZO, ROXANNE	PV-000179	28.71
142903	STEBENNE, STUART/LISA	PV-000180	284.90
142904	TIERNEY, MICHELLE & TERRENCE	PV-000181	171.16
142905	TRITZ, RICHARD &/OR JULIE	PV-000182	148.90
142906	VALENTA, RICHARD &/OR CLAUDIA	PV-000183	361.46
142907	WALLACE, SHELLEY/GREG	PV-000184	267.35
142908	WATSON, MALISSA	PV-000185	245.79
142909	WERTHEIM, CAROLYN	PV-000186	909.95
142910	1ST JON	PO-290471	256.62
142911	A Z BUS SALES INC	PO-290518	402.55
142912	AIR CONDITIONING CONTROL SYS	CL-091188	903.00
142913	ARTESIA SAWDUST	PO-290294	2,794.88
142914	BARRETT-ROBINSON INC	PO-290454	345.00
142915	BETTER BUSINESS RECORDS	PO-290118	192.73
142916	CAL-STATE AUTO PARTS INC	PO-290516	715.92
142917	CARMEUSE INDUSTRIAL SANDS	PO-290278	1,423.38
142918	COOK EQUIPMENT COMPANY OF	PO-290293	101.30
142919	CURRICULUM ASSOCIATES	PO-291103	6,762.81
142920	DENAULT'S HARDWARE	PO-291116	11.84
142921	DUNN-EDWARDS CORP	PO-290450	128.34
142922	FACTORY MOTOR PARTS	PO-290535	245.84
142923	FLEET SERVICE SPECIALISTS LLC	PO-290557	2,092.16
142924	FREEWAY AUTO SUPPLY & MACHINE	PO-291119	262.71
142925	HIRSCH PIPE & SUPPLY	PO-290448	134.90
142926	HOTMATH INC	PO-290359	225.00
142927	INDUSTRIAL FORMULATORS INC	PO-290185	8,968.48
142928	INTERNATIONAL PRESS SERVICE	PO-290418	678.78
142929	INTERSTATE BATTERIES	PO-290547	1,038.36
142930	JASPER ENGINE & TRANSMISSION	PO-290524	3,231.50
142931	JOHNSTONE SUPPLY	PO-290453	1,737.69
142932	KELLY PAPER COMPANY	PO-290381	3,584.45
142933	LAWNMOWERS ETC	PO-290268	50.00
142934	CAPISTRANO CONNECTIONS ACADEMY	PV-000188	22,271.15
142935	OPPORTUNITY FOR LEARNING	PV-000189	5,157.62
142936	US BANK CORP PAYMENT SYSTEM	PV-000163	38.70
142937	CORVEL CORPORATION	PO-290597	187,072.18
142938	CAPISTRANO UNIFIED SCHOOL DIST	PO-290538	90,004.22
142939	METROPOLITAN EMPLOYEES	PO-290539	23,382.00
		PO-290545	3,665,791.59
142940	CORVEL CORPORATION	PO-290598	72,043.54

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
142941	MEET THE MASTERS	PO-290241	1,000.00
		PO-290243	1,000.00
		PO-290789	1,000.00
142942	ORANGE CTY DEPT EDUC	CL-091631	1,108.80
142943	PROFESSIONAL TUTORS OF AMERICA	CL-091451	1,200.00
		CL-091610	1,950.00
142944	RUTAN & TUCKER	PV-000190	975.00
142945	STEP - NAOMI SUENAKA	PO-092248	14,000.00
142946	T DAVIS & ASSOCIATES INC	PO-290854	2,916.66
142947	BERG RYAN OD MS ED, JULIE	CL-091489	190.00
		CL-091490	665.00
		CL-091491	190.00
		PV-000194	190.00
142948	PACIFIC PEDIATRIC THERAPY INC	PO-092225	1,220.00
142949	PHILLIPS, TODD AND/OR KIMBERLY	PV-000196	642.08
142950	SMITH, STEVE & MELANIE	PV-000195	4,935.00
142951	BLUE BIRD CORPORATION	PO-291244	49,815.60
142952	CITY OF SAN CLEMENTE	PO-290460	16,270.22
142953	CITY OF SAN JUAN CAPISTRANO	PO-290461	4,935.78
142954	IKON FINANCIAL SERVICES	PO-291004	723.19
142955	IMAGE 2000	PO-290412	193.36
142956	MOULTON NIGUEL WATER	PO-290462	3,466.38
142957	PRINT FINISH SOLUTIONS	PO-290796	4,305.00
142958	SAN DIEGO GAS & ELECTRIC	PO-290562	100,885.00
142959	SANTA MARGARITA WATER	PO-290463	1,418.72
142960	SMART & FINAL	CL-091104	58.31
142961	SO CAL EDISON CO	PO-290563	3,123.48
142962	SO CAL GAS CO	PO-290564	376.52
142963	UNITED RENTALS NORTHWEST INC	PO-290401	56.55
		PO-290595	60.90
142964	XEROX CORPORATION	PV-000197	232.18
142965	MOBILE MODULAR	PO-290691	610.00
142966	SMART & FINAL	PO-290221	180.96
142967	HARDY & HARPER INC	CL-091469	2,136.00
142968	URQUIDI, RODERICK	CL-091165	2,192.10
142969	RELIANCE STANDARD LIFE INS CO	PO-290541	13,263.75
142970	UNUM LIFE INSURANCE	PO-290540	8,891.19
142971	A Z BUS SALES INC	PO-290518	1,526.08
142972	ARAMARK UNIFORM SERVICE	PO-290520	840.60
142973	BACH CO	PO-290437	327.73
142974	BATTERIES PLUS	PO-290455	2,411.20
142975	BETTER BUSINESS RECORDS	PO-290118	172.89
142976	BLAINE WINDOW HARDWARE	PO-290650	74.91
142977	CA DEPT OF EDUCATION	PO-290783	273.52
142978	CAL-STATE AUTO PARTS INC	PO-290516	635.94

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
142979	CAPISTRANO GOLF CARS	PO-290656	220.47
142980	COLLEGE BOARD	PO-091518	250.00
142981	DELTA EDUCATION	PO-290108	65,846.24
142982	DESIGNING MOBILITY ATG	PO-092178	2,458.84
142983	DISCOUNT OFFICE SERVICES	PO-290110	192.74
		PO-291005	137.92
142984	FACTORY MOTOR PARTS	PO-290535	835.75
142985	FLEET SERVICE SPECIALISTS LLC	PO-290557	13,511.94
142986	FREEWAY AUTO SUPPLY & MACHINE	PO-291119	90.51
142987	GANAHL LUMBER	PO-290289	96.55
		PO-290451	347.81
142988	GLENCOE A DIV OF	PO-290071	26,431.99
		PO-290072	37,682.71
142989	HOLT MCDUGAL	PO-290018	5,082.16
		PO-290019	5,175.96
		PO-290020	5,742.00
142990	INTERSTATE BATTERIES	PO-290547	292.56
142991	JASPER ENGINE & TRANSMISSION	PO-290524	17,597.64
142992	LAWNMOWERS ETC	PO-290268	1,949.11
142993	BLUE BIRD CORPORATION	PO-291459	4,618.30
142994	CITY OF SAN CLEMENTE	PO-290460	3,150.85
142995	CITY OF SAN JUAN CAPISTRANO	PO-290461	10,050.80
142996	IMAGE 2000	PO-290489	81.00
142997	MWB BUSINESS SYSTEMS	PO-290621	607.58
142998	SAN DIEGO GAS & ELECTRIC	PO-290562	68,361.33
142999	SANTA MARGARITA WATER	PO-290463	3,418.52
143000	SO CAL EDISON CO	PO-290563	20,921.23
143001	SO CAL GAS CO	PO-290564	1,028.31
143002	SO COAST WATER DIST	PO-290565	14,394.00
143003	WELLS FARGO FINANCIAL LEASING	PO-290256	211.92
143004	XEROX CORPORATION	PO-290393	16,425.91
		PO-291196	33.04
143005	GARY CAMPBELL	PO-290694	3,400.00
143006	EVANS, LAURA	PV-000198	138.68
143007	HUNTLEY, MICHAEL	CL-091284	81.00
143008	VERMEULEN, DONALD	PV-000205	103.69
143009	GULLINE, TERI	PV-000199	270.00
143010	GUTIERREZ, ANGELICA PATRICIA	PV-000200	345.00
143011	LONG, SEPIDEH	PV-000201	270.00
143012	SUTTER, KAMI	PV-000202	270.00
143013	TE, CARLA	PV-000203	270.00
143014	THEURER, BERNADETTE	PV-000204	190.00
143015	WINSOR, SHEILA	PV-000206	182.35
143016	AT&T	PO-290426	58.69
143017	AT&T-CALNET2	PO-290457	7.41

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
143018	AUTO NATION SSC	PO-291106	162.12
143019	MCGRAW-HILL COMPANIES	CL-090950	3,233.32
		CL-090951	5,000.00
		CL-090952	672.99
		CL-090953	2,078.43
		CL-090954	767.36
		CL-090955	600.00
		CL-090956	429.88
		CL-090957	1,436.01
		CL-090958	880.14
		CL-090959	31,307.92
		CL-090960	6,600.00
		CL-090961	1,134.65
		CL-090962	2,004.90
		CL-090963	4,387.00
		CL-090964	8,147.30
		CL-090965	5,007.97
		CL-090966	1,495.88
		PO-092130	1,335.60
143020	MISSION VIEJO GLASS	PO-291123	924.62
143021	MOBILE LIFT GATE SERVICE	PO-291108	433.14
143022	ONE STOP BINDERY	PO-290398	6,908.75
143023	PEARSON EDUCATION	PO-290073	19,656.56
143024	PRAXAIR	PO-291127	27.95
143025	PRIORITY MAILING SYSTEMS	PO-290423	255.56
143026	PSC ENVIRONMENTAL SERVICES	PO-291203	10,761.35
143027	PSOC-WATERLINES TECHNOLOGIES	PO-290658	7,420.81
143028	QUALITY TOWING	PO-291132	218.00
143029	RINCON TRUCK PARTS	PO-290533	3,205.56
143030	RIS	PO-290164	25,392.71
143031	SCHOLASTIC INC	CL-090518	1,475.56
143032	SCOTT FORESMAN	PO-290937	9,741.26
		PO-290957	22,944.04
143033	SHAR PRODUCTS COMPANY	PO-092156	258.00
143034	SMARDAN SUPPLY COMPANY	PO-290262	151.16
143035	SMOG EXPRESS	PO-290553	105.40
143036	SOUTH COAST ANSWERING SERVICE	PO-291448	131.94
143037	SOUTH COAST FAMILY MEDI CENTER	PO-290124	310.00
		PO-290848	315.00
143038	TONY'S LOCKSMITH SERVICE	PO-290588	13.05
143039	TUTTLE-CLICK FORD	PO-290526	143.03
143040	UNISOURCE CORP	PO-290887	5,643.87
143041	VENTURES FOR EXCELLENCE ONLINE	PO-291241	10,071.60
143042	WAXIE	PO-290370	281.06
143043	WHITE CAP INDUSTRIES INC	PO-290494	27.85

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
143044	YOSEMITE WATER	PO-290560	14.35
143045	POSTMASTER PERMIT #44	PO-291212	12,000.00
143046	ABATEC INC	PO-291147	525.00
143047	CREATIVE CONTRACTORS CORP	PO-290994	450.00
		PO-290996	395.00
143048	SPRINT/NEXTEL COMMUNICATIONS	CM-000013	24.36-
		PV-000207	3,012.94
143049	CAPISTRANO CONNECTIONS ACADEMY	CL-091698	135,892.19
		CL-091707	48,518.70
		CM-000014	2,803.32-
143050	OPPORTUNITY FOR LEARNING	CL-091699	6,375.00
		CL-091700	32,649.06
		CL-091706	8,639.54
		CM-000015	906.00-
		CM-000016	15,241.16-
143051	ABATEC INC	PO-291294	125.00
143052	TANDUS SPECIALIZED MARKETS	PO-290265	765.39
143053	BERGMAN & DACEY INC	PO-290077	57,080.39
143054	NELSON, LARRY	PO-290242	6,400.00
143055	TANDUS SPECIALIZED MARKETS	PO-290586	18,903.80
143056	SPECTRUM SOLUTIONS DBA	PV-000208	19,000.00
143057	CAPISTRANO UNIFIED SCHOOL DIST	PO-290538	84,733.79
143058	CONNECTICUT GEN LIFE INS CO	PO-290544	14,638.24
143059	CONNECTICUT GENERAL LIFE	PO-290543	32,686.50
143060	MISSION VIEJO GLASS	PO-290264	150.00
143061	NIC'S SMALL APPLIANCES	PO-290614	2,169.57
143062	NONSTOP VOLLEYBALL	PO-290582	1,203.11
143063	OFFICE DEPOT	PO-290888	6,533.35
143064	PARKHOUSE TIRE INC.	PO-291105	2,208.30
143065	PRECISION TUNE AUTO CARE	PO-291107	99.95
143066	PREMIERE WATER SERVICES	PO-290392	5,487.00
143067	PRINT FINISH SOLUTIONS	PO-290420	28.42
143068	RADIO SHACK	PO-290619	48.90
143069	SCHOOL KIDS HEALTHCARE	PO-290798	38.62
143070	SEHI COMPUTER	PO-290352	426.03
		PO-290663	1,770.17
143071	SOUTHWEST SCHOOL SUPPLY	PO-290340	1,139.61
		PO-290347	7,299.54
		PO-290703	813.20
		PO-290704	599.64
		PO-290720	583.77
143072	SPICERS PAPER CO	PO-290399	1,206.05
143073	TIFCO INDUSTRIES	PO-290525	437.68
143074	ANDREW BUMATAY	PV-000209	473.04
143075	APPLE COMPUTER INC	CL-090197	6,225.45

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
143076	CINTAS CORP	PO-290675	137.60
143077	DELL MARKETING L P	CL-090213	82.85
		CL-090214	1,571.22
		CL-090215	1,571.22
		CL-090216	44.89
		PO-290261	77.85
		PO-290628	29,196.39
143078	DEPARTMENT OF JUSTICE	PO-290852	288.00
143079	ERIN ESSES	PV-000210	270.99
143080	ERNESTINE LEECH	PV-000213	162.99
143081	HARLAND TECHNOLOGY SERVICES	PO-290055	478.07
		PO-291289	495.00
143082	KATIE KIRKPATRICK	PV-000212	24.45
143083	MARGARET NAMES	PV-000215	435.91
143084	MICHELLE HUBBARD	PV-000211	76.97
143085	MOULTON NIGUEL WATER	PO-290462	6,815.76
143086	PAMELA THOMPSON	PV-000218	87.99
143087	PAPPAS-PUCKETT, ELAINE K	PV-000216	1,589.15
143088	PITNEY BOWES	PO-290375	508.00
143089	PRUDENTIAL OVERALL SUP	PO-290435	76.89
143090	RACHAEL LEWIS	PV-000214	1,437.45
143091	SAN DIEGO GAS & ELECTRIC	PO-290562	42,560.53
143092	SPARKLETTS	PO-290561	4.10
		PO-291268	73.90
143093	THERESA WAPATO	PV-000219	167.05
143094	SPARKLETTS	PO-291269	18.35
143095	SMART & FINAL	PO-290221	142.79
143096	SPARKLETTS	PO-290223	16.41
		PO-290865	0.01
		PO-290866	2.00
143097	BATTERIES PLUS	PO-290455	761.25
143098	C D T INC.	PO-290465	45.00
143099	CLARK SECURITY PRODUCTS	PO-290566	314.18
143100	DRIVE SOLUTIONS	PO-291291	1,770.00
143101	EDLINE	PO-291395	2,988.00
143102	GANAHL LUMBER	PO-290289	44.24
		PO-290451	367.02
143103	HIRSCH PIPE & SUPPLY	PO-290448	181.64
143104	HYDRO-SCAPE PRODUCTS INC	PO-290291	832.59
143105	IRON MOUNTAIN	PO-290602	267.00
143106	JOHN DEERE LANDSCAPES	PO-290276	964.29
143107	KELLY PAPER COMPANY	PO-290381	2,899.61
143108	LAKE SHORE LEARNING MATLS	PO-291136	285.62
143109	LAWNMOWERS ETC	PO-290268	478.88

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
143110	LOCAL JANITORIAL & VACUUM	PO-290362	336.87
		PO-290363	2,660.13
143111	LENNOX INDUSTRIES INC	PO-092060	3,246.19
143112	IRON MOUNTAIN	PO-290537	126.56
143113	AT&T-CALNET2	PO-290457	14,654.86
143114	MISSION VIEJO GLASS	PO-290264	430.03
143115	NASCO WEST	PO-290808	62.47
143116	NCTE	PO-291273	78.30
143117	OFFICE DEPOT	PO-290394	36.03
143118	PRAXAIR	PO-291127	115.14
143119	PUCCI, JILL	PV-000222	69.00
143120	RALPHS GROCERY CO	PV-000217	516.66
143121	RIS	PO-290164	4,232.12
143122	SMARDAN SUPPLY COMPANY	PO-290262	3,462.65
143123	SPORTS FACILITIES GROUP INC	PO-290323	4,859.77
		PO-291207	7,250.00
		PO-291209	3,975.00
143124	ST4 LEARNING INC.	PO-291261	1,428.00
143125	STAPLES ADVANTAGE	PO-290686	4,235.35
		PO-290692	111.15
143126	VICTORY PADDLE/SCHOOL PASSES	PO-290240	104.75
143127	WILSON SPORTING GOODS COMPANY	PO-291246	277.80
143128	KEENAN & ASSOCIATES	PO-291315	21,750.00
143129	CAPISTRANO CONNECTIONS ACADEMY	PV-000220	40,039.00
143130	OPPORTUNITY FOR LEARNING	PV-000221	2,000.00
143131	PACIFIC MOBILE HOME CONS	PO-091905	53,103.60
		PO-290326	15,979.01
143132	PJHM ARCHITECTS SOUTHWEST INC	PO-091373	820.00
		PO-091819	1,070.34
143133	DANBRU WIRE & CABLE INC	PO-291277	775.36
143134	DELL MARKETING L P	PO-290634	1,683.52
		PO-290998	2,584.50
143135	IMAGE 2000	PO-290411	71.72
		PO-290507	134.10
		PO-290712	93.16
143136	SMART & FINAL	PO-290550	43.04
143137	SO CAL GAS CO	PO-290564	157.92
143138	SOLAG / CR&R	PO-290439	17,304.47
143139	AUTO NATION SSC	PO-291106	1,999.45
143140	MEDI KID CO	PO-290133	113.19
143141	MICRO ENTERPRISES	PO-290892	819.98
143142	MODERN TREE	PO-290285	9,775.00
143143	NASCO WEST	PO-290128	444.70
143144	PARKHOUSE TIRE INC.	PO-291105	220.69

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
143145	PERMA-BOUND	PO-290136	796.70
		PO-291160	2,700.00
143146	PRAXAIR	PO-290613	838.45
		PO-291127	59.79
143147	PRECISION TUNE AUTO CARE	PO-291107	99.95
143148	PREMIER SCHOOL AGENDAS	PO-091976	1,990.88
143149	PSOC-WATERLINES TECHNOLOGIES	PO-290658	2,120.63
143150	RALPHS GROCERY CO	PO-290549	55.27
143151	RONO COMPANY	PO-291247	110.40
143152	SAF-COM SUPPLY	PO-290443	1,150.90
143153	SAN JOAQUIN CTY OFFICE OF EDUC	PO-291425	1,270.70
143154	SCHOOL MATE	PO-290587	1,401.25
143155	SCIENCE KIT & BOREAL LAB	PO-290820	62.87
143156	SEHI COMPUTER	PO-290231	583.47
143157	SO COAST DISTRIBUTING CO	PO-290367	947.21
143158	SPICERS PAPER CO	PO-290399	1,767.25
143159	STAPLES BUSINESS ADVANTAGE	PO-291285	123.95
143160	UNIQUE SWEEPING	PO-291130	252.00
143161	UNISOURCE CORP	PO-290500	13,617.68
143162	VICTORY PADDLE/SCHOOL PASSES	PO-291293	32.75
143163	VISTA PAINT CORP	PO-290505	923.42
143164	VORTEX	PO-291111	399.95
143165	ZOO-PHONICS INC	PO-290897	1,957.87
143166	RALPHS GROCERY CO	PO-290219	149.32
143167	AT&T	PO-290426	19.67
143168	AUTO NATION SSC	PO-291106	161.83
143169	MOORES MUFFLER SER, DOUG	PO-291120	160.05
143170	McKENDRY DOOR SALES & SERVICE	PO-290484	260.00
143171	OFFICE DEPOT	PO-291298	130.48
		PO-291481	300.00
		PO-291491	23.73
143172	PRECISION TUNE AUTO CARE	PO-291107	79.95
143173	PSOC-WATERLINES TECHNOLOGIES	PO-290658	1,901.39
143174	RINCON TRUCK PARTS	PO-290533	737.17
143175	SCHAEFFER MFG	PO-290531	4,857.01
143176	SMOG EXPRESS	PO-290553	68.70
143177	SO COAST AIR QULTY MGMT	PO-290554	1,346.87
143178	SO COUNTY PROTECTIVE WEAR	PO-291129	793.33
143179	SOUTH COAST ANSWERING SERVICE	PO-291448	119.49
143180	SPICERS PAPER CO	PO-290399	688.34
143181	SPORTIME	CL-091155	881.70
143182	TIFCO INDUSTRIES	PO-290525	3,594.50
143183	TRUCPAR CO	PO-290527	724.83
143184	TUTTLE-CLICK FORD	PO-290526	1,905.29
143185	WHITE CAP INDUSTRIES INC	PO-290368	79.55

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
143186	OFFICE DEPOT	PO-290229	639.77
143187	SCHOOL SPECIALTY INC	CL-091144	230.77
143188	WAL MART COMMUNITY	PO-290225	231.85
143189	ALISO VIEJO AUTO SERVICE	PO-290521	542.09
143190	ALLIANCE PUBLISHING	PO-290192	1,571.33
143191	APPERSON	PO-291049	311.46
143192	ARAMARK UNIFORM SERVICE	PO-290520	355.39
143193	ARIEL SUPPLY	PO-290890	1,913.46
143194	BATTERIES PLUS	PO-290455	196.53
143195	BEAMAN'S CONCRETE PUMP RENTAL	PO-291446	265.00
143196	BOYCE INDUSTRIES	PO-291131	713.13
143197	CAL-STATE AUTO PARTS INC	PO-290516	108.47
143198	CARLOS GUZMAN INC	PO-290515	1,808.94
143199	CDWG Inc	CL-090635	394.55
		PO-290912	63.12
		PV-000223	394.54
143200	DISC MAKERS	PV-000224	179.44
143201	DISCOUNT OFFICE SERVICES	PO-291235	482.16
143202	DUNN-EDWARDS CORP	PO-290450	343.12
143203	ECS IMAGING INC	PO-291279	10,672.56
143204	EVERGREEN OIL INC	PO-291113	125.00
143205	EVERYTHING MEDICAL	PO-290188	2,153.00
143206	FACTORY MOTOR PARTS	PO-290535	547.98
143207	FEDERAL EXPRESS CORP	PO-290378	168.08
143208	FREEWAY AUTO SUPPLY & MACHINE	PO-291119	11.95
143209	GEISENS AUTO UPHOLSTERY	PO-291114	348.49
143210	INTERNATIONAL BACCALAUREATE NA	PO-291400	9,600.00
143211	KIRK PAPER	PO-290397	1,100.00
143212	LESLIES SWIMMING POOL SUPPLY	PO-290492	69.28
143213	AMERICAN COUNCIL ON EDUCATION	PO-291426	20.00
143214	LENNOX INDUSTRIES INC	PO-092060	14,935.34
143215	CARLOS GUZMAN INC	PO-291020	1,500.00
143216	SANTA MARGARITA FORD	PO-291497	18,770.25
143217	ATKINSON ANDELSON LOYA	CL-091484	19,324.28
143218	DEMPSEY, MITCHELL	CL-091431	900.00
		CL-091432	150.00
143219	LAW OFFICES OF CAROLINE A ZUK	CL-091527	16,139.06
143220	YMCA OF ORANGE COUNTY	CL-091461	24,499.46
143221	YMCA OF ORANGE COUNTY	CL-091462	20,101.64
143222	ACSA REGION XVII	PO-291222	500.00
143223	BEEKMAN, MICHAEL	PV-000227	1,118.54
143224	CAL STA UNIV SAN BERNARD	PO-291404	390.00
143225	CSBA'S PRACTI-CAL	PO-291072	52,778.21
143226	REGENTS OF THE UNIV CALIFORNIA	PO-291499	60.00
143227	REGENTS OF THE UNIV CALIFORNIA	PO-291498	60.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2009-10 =====\*  
Board of Trustees Meeting.....09/15/2009

Warrant Number	Name of Payee	Reference Number	Amount
143228	SANCHEZ, DIANE	PV-000228	673.88
143229	STRESS, DARCIE	PV-000229	625.88
143230	ALISO AQUATICS	PV-000230	1,197.50
143231	GORMAN, RON	PV-000226	276.50
143232	H2O SPOT	PV-000231	2,814.00
143233	MOVIES BY KIDS O.C.	PV-000233	6,191.50
143234	ORANGE CTY DEPT EDUC	CL-091619	112.88
143235	SC WATER POLO	PV-000232	1,013.80
143236	SCIENCE ADVENTURES	PV-000225	650.00
143237	OCEAN INSTITUTE	PO-291226	150.00
143238	ORANGE COUNTY DEPT OF EDUCATIO	CL-091406	35,650.00
143239	ORANGE CTY DEPT EDUC	CL-091632	676.00
143240	CAPISTRANO UNIFIED SCHOOL DIST	PO-290538	68,687.69
704 Warrants			\$15,855,656.84

**Capistrano Unified School District  
Bids/Contracts**

<b>VENDOR</b>	<b>BID NO. / BID TITLE</b>	<b>BOARD APPROVAL DATE</b>
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
Advanced Procurement Sales	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
All Pro Sound	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
American Logistics Co., LLC	Bid No. 0607-06 Outsource Transportation Services	9/11/2006
ASR Food Distributors, Inc.	Bid No. 0910-01 Produce	6/8/2009
B&H Photo Video Pro-Audio	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
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
Broadcast Supply Worldwide	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Cabral Roofing & Waterproofing Corporation	Bid No. 0809-06 Roof Repair & Maintenance	7/21/2008
California Western Visuals	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Camcor, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
CCS Presentation Systems, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
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
Commercial and Industrial Roofing Co., Inc.	Bid No. 0910-02 Roof Replacement at Arroyo Vista K-8 School and Chaparral Elementary School	7/13/2009
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
D&D Security Resources, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
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.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009

**Capistrano Unified School District  
Bids/Contracts**

<b>VENDOR</b>	<b>BID NO. / BID TITLE</b>	<b>BOARD APPROVAL DATE</b>
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
David Casteneda Distributing, Inc.	Bid No. 0910-06 Bakery Products	8/10/2009
Gold Coast Tours	Bid No. 0708-09 Co-Curricular Bus Service	9/10/2007
Gold Star Foods	Bid No. 0708-18 Frozen Food Products	3/10/2008
Gold Star Foods	Bid No. 0708-21 Grocery Products	5/12/2008
Gov Place	California Multiple Award Schedule Contract No. 3-99-70-0920C, Purchase Electronic Data Processing and Telecommunications Good and Services	11/14/2005
Harris Realty Appraisal	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 Management 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
Modular Structures, Inc.	Bid No. 0405-09 Single Story & Two-Story Relocatable Buildings Districtwide	10/18/2004
NIC Partners, Inc.	California Multiple Award Schedule No. 3-09-70-2473H and No. 3-07-702473C , Purchase, Installation and Configuration of Cisco Products	7/13/2009
Notification Technologies, Inc.	RFP - Emergency Parent Notification System	9/29/2007
NvLS Professional Services, LLC	RFQ No. 1-0910 E-Rate Consultant	6/22/2009
Office 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
P&R Paper Supply Co.	Bid No. 0809-11 Paper and Plastic Products for Food and Nutrition Services	6/8/2009

**Capistrano Unified School District  
Bids/Contracts**

<b>VENDOR</b>	<b>BID NO. / BID TITLE</b>	<b>BOARD APPROVAL DATE</b>
Pacific MH Construction, Inc.	Bid No. 0708-07 Movement of Relocatable Buildings	6/25/2007
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 0708-06 Plumbing Service	6/25/2007
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
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
School Specialty, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
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
Staples Advantage	Los Angeles County Office of Education Bid No. 08/09-1383, Purchase of Standard School Supplies	8/10/2009
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. 0809-09 Audio Visual Equipment	6/22/2009
Valiant IMC	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
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


**Capistrano Unified School District  
Bids/Contracts**

<b>VENDOR</b>	<b>BID NO. / BID TITLE</b>	<b>BOARD APPROVAL DATE</b>
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 Integrated Printing Solution	10/17/2005
Xerox Corporation	County of Los Angeles Photocopy Equipment Contract No. 41380	10/17/2005

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 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 \$94,776.53 for District schools and will be reflected in the appropriate accounts in the 2009/10 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:

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>FOR</b>	<b>SCHOOL</b>
Supervalu	\$ 850.96	miscellaneous supplies	Arroyo Vista K-8
Don Juan Avila Elementary PTA	357.50	field trip transportation	Don Juan Avila Elementary
R. H. Dana Elementary PTA	5,326.00	Meet the Masters	R. H. Dana Elementary
Matthew & Kimberly Dittrich	100.00	the primary music program	Carl Hankey K-8
Robert & Amy Hernandez	150.00	the primary music program	Carl Hankey K-8
Carlos & Susan Tuccio	200.00	the primary music program	Carl Hankey K-8
Alan & Beth Sanchez	100.00	the primary music program	Carl Hankey K-8
Garreth & Stacy Saiki	250.00	the primary music program	Carl Hankey K-8

## Donation of Funds/Equipment

September 15, 2009


DONATED BY	AMOUNT	FOR	SCHOOL
David & Anne Solomon	100.00	the primary music program	Carl Hankey K-8
Christian & Suzanne Scott	150.00	the primary music program	Carl Hankey K-8
Mr. and Mrs. McFann	200.00	the primary music program	Carl Hankey K-8
Martin Valley & Ever Ramirez	100.00	the primary music program	Carl Hankey K-8
Leroy Kohn	100.00	the primary music program	Carl Hankey K-8
Mike Nease & Lisa LaFlamme	100.00	the primary music program	Carl Hankey K-8
Anthony & Christine Maleta	100.00	the primary music program	Carl Hankey K-8
Al & Edna Kohn	100.00	the primary music program	Carl Hankey K-8
The Fluor Foundation	500.00	the primary music program	Carl Hankey K-8
Jason & JoAnna Kraynek	500.00	the primary music program	Carl Hankey K-8
James Thiercof	517.50	instructional materials	Carl Hankey K-8
Michael & Nina Palmer	100.00	the primary music program	Carl Hankey K-8
Ladera Ranch Elementary PTA	1,277.75	field trip transportation	Ladera Ranch Elementary
Monarch Beach Sunrise Rotary	1,500.00	supplies	Malcom Elementary
Oso Grande PTA	10,000.00	RSP additional assignment	Oso Grande Elementary
Oso Grande PTA	1,509.31	student planners the Beckman Science project	Oso Grande Elementary
Chaparral Elementary PTA	300.00		Education Division
Kyle Adler	273.00	classroom supplies	Marco Forster Middle School
Steven C. Chang	0.00	Canon video visualizer	Marco Forster Middle School
St. Joseph Health System	60,000.00	support "Club at the Hub"	Marco Forster Middle School
CR & R Incorporated	867.40	instructional materials	Ladera Ranch Middle School
Mr. Brad Robitaille	471.17	staff development	Newhart Middle School
CR & R Incorporated	1,000.00	miscellaneous supplies	Capistrano Valley High School
Orange County's United Way	99.31	miscellaneous supplies	Capistrano Valley High School
CVHS PTSA	6,255.00	LCD projectors	Capistrano Valley High School
Mr. Robert Stewart	0.00	Custom Lighting Pattern	San Juan Hills High School
Mr. Robert Stewart	0.00	DVD Player	San Juan Hills High School
Mr. Robert Stewart	0.00	NEC 15" LCD Monitor	San Juan Hills High School
Barry & Alma Uminsky	1,321.63	miscellaneous supplies	Tesoro High School

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 2009

TO: Dr. Bobbi Mahler, Interim Superintendent

FROM: Ron Lebs, Deputy Superintendent, Business and Support Services 

SUBJECT: **APPROVAL: VEHICLE MAINTENANCE AND DRIVER TRAINING  
SERVICES FOR ANNELIESE'S SCHOOL**

---

**BACKGROUND INFORMATION**

Anneliese's, a private school, is located at 758 Manzanita Drive, Laguna Beach. They have purchased one school bus from CUSD and intend to implement a modest transportation operation.

**CURRENT CONSIDERATIONS**

It is respectfully requested the Board approve the service agreement with Anneliese's School, Exhibit A, provided by OCDE attorney Claire Morey. Anneliese's School plans to utilize the bus purchased from CUSD to provide transportation service for their students. This is a complex undertaking they are not equipped to assume without substantial cost. Anneliese's School has requested the services of CUSD Transportation Department to perform vehicle inspections, maintenance, and school bus driver training.

This agreement would allow CUSD to draw upon its expertise to assist Anneliese's School in the operation of their transportation operation. This will result in a positive revenue stream to offset a portion of Transportation's encroachment into the general fund.

**FINANCIAL IMPLICATIONS**

This agreement allows CUSD to charge \$105 per hour for vehicle maintenance, plus the cost of any parts, and \$55 per hour for training. These rates fully cover the district's costs and will provide a moderate income stream to offset Transportation's encroachment into the general fund.

**STAFF RECOMMENDATION**

It is respectfully recommended that the board approve the agreement with Anneliese's School, Exhibit A.



Agreement Number: \_\_\_\_\_

CAPISTRANO UNIFIED SCHOOL DISTRICT  
SCHOOL BUS SERVICE AGREEMENT

This AGREEMENT is hereby entered into this \_\_\_\_ day of August, 2009, by and between the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675 (hereinafter referred to as "DISTRICT"), and Anneliese's Schools, 758 Manzanita Drive, Laguna Beach, CA 92651, (hereinafter referred to as "ANNELIESE'S SCHOOLS"). DISTRICT and ANNELIESE'S SCHOOLS shall be collectively referred to as the Parties.

WHEREAS, ANNELIESE'S SCHOOLS bought one of the DISTRICT's surplus school buses and requires school bus inspection, servicing, maintenance, repair, and school bus driver training services;

WHEREAS, the DISTRICT is specially trained and experienced and competent to perform such special services required by ANNELIESE'S SCHOOLS to operate and maintain the school bus purchased by ANNELIESE'S SCHOOLS;

WHEREAS, ANNELIESE'S SCHOOLS is in need of such special services and advice from DISTRICT; and

WHEREAS, DISTRICT and ANNELIESE'S SCHOOLS wish to enter into this AGREEMENT with the understanding that these services are being rendered secondary to services required by DISTRICT's schools and students and only if DISTRICT operations are not adversely impacted in any way;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SERVICES TO BE PROVIDED BY THE DISTRICT.

1.1 Provide routine inspection and servicing (i.e. lubrication of chassis, changing oil, oil filters and air filters) on the one (1) ANNELIESE'S SCHOOLS school bus every 3,000 miles or 45 calendar days, whichever occurs first, at \$105/hour (inspection/servicing fees have a ½ hour minimum).

1.2 Provide an annual school bus maintenance check-up on the one (1) ANNELIESE'S SCHOOLS school bus at \$105/hour and any repairs necessitated by such maintenance check-up will be mutually agreed to in writing between the Parties.

1.3 Provide emergency roadside assistance for the one (1) ANNELIESE'S SCHOOLS school bus within DISTRICT boundaries at \$105/hour, which shall commence from point of departure to point of return.

1.4 Provide emergency roadside assistance for the one (1) ANNELIESE'S SCHOOLS school bus outside DISTRICT boundaries at DISTRICT's discretion at \$105/hour, which shall commence from point of departure to point of return.

1.5 Provide certified California school bus driver training at \$55.00/hour per training session.

1.6 Provide certified California school bus behind the wheel training at \$55.00/hour per individual driver. (Initial training for Class B license requires drivers to take 25 hours of classroom training plus 25 hours of behind the wheel training - a one-time requirement for a five year license. Each year

thereafter, annual in-service classroom training of 10 hours is required upon each driver's birth date.)

2.0 TERM. DISTRICT shall commence providing services under this AGREEMENT on or after August \_\_\_\_, 2009 and this Agreement shall be effective for one (1) year with two (2) one year options to renew upon mutual written agreement of the Parties.

3.0 FEES/PAYMENT. ANNELIESE'S SCHOOLS agrees to pay the DISTRICT for services satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT. ANNELIESE'S SCHOOLS agrees to pay all hourly rates as stated in Section 1.0 and any and all towing costs, if necessary. All parts/supplies/materials, fuel and oil shall be paid by ANNELIESE'S SCHOOLS. There shall be no costs or expenses to the DISTRICT to provide these services. Payment shall be made upon receipt of an invoice from DISTRICT in duplicate. Payment shall be mailed to: CAPISTRANO UNIFIED SCHOOL DISTRICT, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA 92675, ATTN: ACCOUNTS PAYABLE, or at such other place as DISTRICT may designate in writing.

4.0 COMMUNICATION BETWEEN THE PARTIES. ANNELIESE'S SCHOOLS shall communicate directly with the DISTRICT's Executive Director of Transportation for the purpose of requesting any of the services provided in this AGREEMENT. ANNELIESE'S SCHOOLS shall comply with all schedules that have been established by the DISTRICT for inspecting, servicing and/or maintaining the ANNELIESE'S SCHOOLS school bus and shall deliver the bus at or before the time scheduled.

5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this AGREEMENT, shall be and act as an independent contractor. DISTRICT

1 understands and agrees that it and all of its employees shall not be  
2 considered officers, employees or agents of the ANNELIESE'S SCHOOLS,  
3 and are not entitled to benefits of any kind or nature normally  
4 provided employees of ANNELIESE'S SCHOOLS and/or to which ANNELIESE'S  
5 SCHOOLS employees are normally entitled, including, but not limited  
6 to, State Unemployment Compensation or Worker's Compensation. DISTRICT  
7 assumes the full responsibility for the acts and/or omissions of its  
8 employees as they relate to the services to be provided under this  
9 AGREEMENT. DISTRICT shall assume full responsibility for payment of  
10 all federal, state, and local taxes or contributions, including  
11 unemployment insurance, social security and income taxes with respect  
12 to DISTRICT'S employees.

13 6.0 TERMINATION. Either party may terminate this AGREEMENT with  
14 or without reason by providing thirty (30) days written notice to the  
15 other party specifying the desired date of termination. Notice shall  
16 be deemed given when received or no later than three (3) days after  
17 the day of mailing, whichever is sooner.

18 7.0 HOLD HARMLESS/INDEMNIFICATION. ANNELIESE'S SCHOOLS agrees  
19 to and does hereby indemnify, hold harmless and defend the DISTRICT  
20 and its Governing Board, officers and employees from every claim or  
21 demand made and every liability, loss, damage or expense, of any  
22 nature whatsoever, which may be incurred by reason of any injury to  
23 or death of any person(s), or damage to or loss of any property  
24 caused by any negligent act, default, or negligent omission of the  
25 ANNELIESE'S SCHOOLS, or its officers or employees arising out of, or  
in any way connected with, this AGREEMENT, whether said injury or

1 damage occurs either on or off ANNELIESE'S SCHOOLS's or DISTRICT's  
2 property, except for liability for damages which result from the  
3 sole negligence or willful misconduct of the DISTRICT or its  
4 officers or employees.

5 8.0 INSURANCE. ANNELIESE'S SCHOOLS will provide the DISTRICT with  
6 a certificate of insurance which provides insurance coverage on the  
7 ANNELIESE'S SCHOOLS owned school bus inspected, serviced, maintained,  
8 and/or repaired by the DISTRICT. A certificate of insurance shall  
9 also show that the DISTRICT is named as an additional insured on the  
10 policy or policies of general liability and auto liability policies.  
11 Said certificate of insurance shall also show that the DISTRICT will  
12 be given at least thirty (30) days notice prior to the termination,  
13 cancellation or modification of said insurance.

14 9.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
15 AGREEMENT shall not be assigned by the DISTRICT.

16 10.0 TOBACCO USE POLICY. In the interest of public health,  
17 DISTRICT provides a tobacco-free environment. Smoking or the use of  
18 any tobacco products are prohibited in buildings and vehicles, and on  
19 any property owned, leased or contracted for by the DISTRICT pursuant  
20 to DISTRICT Policy 400.15. Failure to abide with the conditions of  
21 this policy could result in the termination of this AGREEMENT.

22 11.0 COMPLIANCE WITH APPLICABLE LAWS. DISTRICT and ANNELIESE'S  
23 SCHOOLS agree to comply with all federal, state and local laws, rules,  
24 regulations and ordinances that are now or may in the future become  
25 applicable to DISTRICT and ANNELIESE'S SCHOOLS as they relate to their  
respective performances pursuant to this AGREEMENT.

12.0 PERMITS/LICENSES. DISTRICT and all DISTRICT'S employees 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.

13.0 NON-DISCRIMINATION. DISTRICT and ANNELIESE'S SCHOOLS agree that they will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

DISTRICT: Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
Attn: Mike Patton, Executive Director

ANNELIESE'S SCHOOLS: Anneliese's Schools  
758 Manzanita Drive  
Laguna Beach, CA 92651  
Attn: Anneliese Schimmelpennig, Owner

15.0 NON WAIVER. The failure of DISTRICT or ANNELIESE'S SCHOOLS to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be

1 deemed a waiver by that party of such term or condition, or prevent a  
2 subsequent similar act from again constituting a violation of such  
3 term or condition.

4 16.0 SEVERABILITY. If any term, condition or provision of this  
5 AGREEMENT is held by a court of competent jurisdiction to be invalid,  
6 void, or unenforceable, the remaining provisions will nevertheless  
7 continue in full force and effect, and shall not be affected, impaired  
8 or invalidated in any way.

9 17.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
10 shall be governed by the laws of the State of California with venue in  
11 Orange County, California.

12 18.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
13 attached hereto constitute the entire agreement among the Parties to  
14 it and supersedes any prior or contemporaneous understanding or  
15 agreement with respect to the services contemplated, and may be  
16 amended only by a written amendment executed by both Parties to the  
17 AGREEMENT.

18 /

19 /

20 /

21 /

22 /

23 /

24 /

25 /

1 IN WITNESS WHEREOF, the Parties hereto set their hands.

2 DISTRICT:  
3 CAPISTRANO UNIFIED SCHOOL  
4 DISTRICT

5 BY: \_\_\_\_\_

6 PRINT NAME: Terry Fluent

7 TITLE: Director, Purchasing

8 DATE: \_\_\_\_\_

9 TAXPAYER ID#: \_\_\_\_\_

10 ANNELIESE'S SCHOOLS

11 BY: \_\_\_\_\_

12 PRINT NAME: Anneliese Schimmelpennig


13 TITLE: Owner

14 DATE: \_\_\_\_\_

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 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: AUTHORIZATION TO UTILIZE BID NO. 25-09 SANTA ANA UNIFIED SCHOOL DISTRICT FOR THE PURCHASE OF SCHOOL PAPER SUPPLIES**

---

**BACKGROUND INFORMATION**

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

Per Board Policy 3311(a), the District may purchase materials, supplies, and equipment without advertising for bids by utilizing another public agency’s contract.

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

1. Verification of advertisement.
2. The specific terms and conditions of the bid including the clause which gave notice to potential bidders that other agencies may purchase identical items at the same prices upon the same terms and conditions.
3. The award of contract (copy of the agenda item explaining the award).
4. Verification that the awarding agency actually purchased the items.
5. Extensions of the contract, if any.
6. Verified to the degree possible that the awarded bid contract price was lower than what the District could have otherwise obtained.
7. That the bid price received by another public agency’s contract has been determined not to be a conflict of interest on the part of the District or violate Capistrano Unified School District Board Policy 9270.

**Authorization to Utilize Bid No. 25-09 Santa Ana Unified School District  
For the Purchase of School Paper  
September 15, 2009  
Page 2**

**CURRENT CONSIDERATIONS**

This agenda item pertains to the authorization to utilize Bid No. 25-09 Santa Ana Unified School District for the purchase of miscellaneous school paper supplies on an as-needed basis from Office Depot. Utilizing this bid will enable the school district to procure the necessary supplies for school sites with competitive contract pricing.

Santa Ana Unified School District's contract documents and award are shown in Exhibit A. Complete contract documents are on file in the Purchasing Department.

**FINANCIAL IMPLICATIONS**

There are no financial implications connected with this agenda item.

**STAFF RECOMMENDATION**

It is respectfully recommended that the Board of Trustees authorize the use of Bid No. 25-09 School Paper Supplies under the same terms and conditions of the Santa Ana Unified School District contract.

SANTA ANA UNIFIED SCHOOL DISTRICT

BID NO. 25-09

NOTICE TO BIDDERS

In accordance with Public Contract Code 20111, notice is hereby given that the Santa Ana School District, will receive up to, but no later than 2:00 p.m., on April 14, 2009, at the Purchasing Department, Room 150, 1601 East Chestnut Avenue, Santa Ana, CA 92701, sealed bids for the award of a contract for the annual purchase of SCHOOL PAPER SUPPLIES FOR WAREHOUSE STOCK.

A mandatory Pre-Bid conference will be held on MARCH 31, 2009 at 9:00 AM at the Santa Ana Unified School District's Purchasing Department, Room 150, and all potential bidders must attend. Failure to attend or failure to arrive by 9:00 AM will result in the non-allowance of Bid No. 25-09 to be submitted by the potential bidder

Bids shall be opened and publicly read aloud at the above stated date, time and place. Each bid must conform and be responsive to the bid documents, copies of which may be obtained by calling the Purchasing Department at (714) 558-5614, or writing to the Purchasing Department at the above address.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for opening of bids.

All bids shall be made and presented on a form furnished by the District

The District reserves the right to waive any irregularities, accept or reject any or all bids and to accept or reject any items thereon.

SANTA ANA UNIFIED SCHOOL DISTRICT

Karen Aeppli  
Director of Purchasing and Stores

Published: March 13, 2009  
March 20, 2009

**SANTA ANA UNIFIED SCHOOL DISTRICT**

**BID NO. 25-09**

**SCHOOL PAPER SUPPLIES  
FOR  
WAREHOUSE STOCK**

<b>DATE ISSUED:</b>	<b>MARCH 09, 2009</b>
<b>MANDATORY PRE-BID:</b>	<b>MARCH 31, 2009 AT 9:00 A.M.</b>
<b>CONFERENCE:</b>	<b>DISTRICT OFFICE, PURCHASING DEPT.</b>
<b>DATE DUE:</b>	<b>APRIL 14, 2009 BY 2:00 P.M.</b>
<b>BUYER:</b>	<b>DOLORES TORRES</b>

SANTA ANA UNIFIED SCHOOL DISTRICT

INSTRUCTIONS FOR BIDDERS

BID NO. 25-09

SCHOOL PAPER SUPPLIES  
FOR  
WAREHOUSE STOCK

1. **PREPARATION OF BID FORM:** The Santa Ana Unified School District, hereinafter referred to as District, invites bids on the forms enclosed to be submitted no later than **TUESDAY, 2:00 P.M., April 14, 2009**. All blanks on the bid form must be appropriately filled in. Each bid must be submitted in a separate sealed envelope bearing on the outside the bid number and closing date. It is the sole responsibility of the bidder to ensure that their bid is received at the location specified in Item 2 below, no later than the time and date specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. **BID SUBMISSION ADDRESS:** Bids shall be submitted to the Purchasing Department of the District. If bids are hand delivered or delivered by a delivery service (i.e. UPS, Federal Express, U.S. Mail, or private courier) they shall be delivered to the **Purchasing Department, District Office, Room 150**, located at **1601 E. Chestnut Avenue, Santa Ana, CA, 92701**.

TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT BY THE TIME AND DATE OF CLOSING. (NOTE: BIDDERS WHO MAIL THEIR BIDS SHOULD ALLOW SUFFICIENT TIME FOR THE INTERNAL DISTRIBUTION OF MAIL WITHIN THE DISTRICT.)

FAXED BIDS AND BIDS RECEIVED IN THE PURCHASING DEPARTMENT AFTER DATE AND TIME INDICATED HEREIN WILL NOT BE ACCEPTED.

3. **PRE-BID CONFERENCE:** The District will conduct a **MANDATORY pre-bidders conference on Tuesday, March 31, 2009 at 9:00 AM**, to afford any and all potential bidders an opportunity to ask for clarification of the bidding documents. Attendance is **MANDATORY** for the bid to be considered. The conference will be held in Purchasing Department, Room 150 of the District. Failure to attend or failure to arrive by 9:00 AM will result in the non-allowance of the Bid to be submitted by the potential bidder. Following the conference, any questions regarding the bid must be submitted in writing to the District Purchasing Office at 1601 E. Chestnut Ave., Santa Ana, CA 92701.
4. **BID OPENING READING:** All bids shall be publicly opened and read aloud at the time and date indicated above in Item 1, at the District's **Purchasing Department, District Office, Room 150**, located at **1601 E. Chestnut Avenue, Santa Ana, CA 92701**.

Instructions for Bidders  
Page 1 of 8  
Bid No. 25-09

5. SIGNATURE: All bids must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid.
6. MODIFICATIONS: Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which are not specifically called for in the bid documents may result in District's rejection of the bid as not being responsive to this invitation to bid. Oral, telephone, telegraphic, or facsimile bids or modifications will not be considered.
7. ERASURES: The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the bid.
8. WITHDRAWAL OF BID: Any bidder may withdraw their bid personally or by written request, to the Director of Purchasing and Stores, at any time prior to the scheduled closing time for receipt of bids. Any request for withdrawal received after the hour set for the opening of the bids will forfeit the entire bid submitted.
9. INTERPRETATION OF BID DOCUMENTS: Bidders who find discrepancies in or omissions from the bid documents, may submit to the Director of Purchasing and Stores, a written request for clarification or correction thereof. A copy of all requests for clarification and the response thereto will be faxed to all bidders. Corrections will be made by addendum issued to each bidder. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid automatically.
10. AWARD OF A CONTRACT: The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended.  
  
It is the District's intent to award this bid on an item by item basis. In the event of equal bids, the award shall be made to the bidder located within the County of Orange, the State of California, and with whom the Purchasing Department of the District has had satisfactory business relationships, in the order named. All bids shall remain open and valid and subject to acceptance for sixty (60) days after the bid opening date.
11. PRICES: Bid each item separately. Prices must be stated in units specified. The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Quote prices net including trade discounts, F.O.B. DESTINATION, FRT. PREPAID. Cash discounts, when offered, will be computed from final date of accepted delivery or receipt of invoice, whichever is later.
12. PRICE INCREASE: Pricing shall remain firm for the first six (6) months from the award of the bid before any price increase is permitted. The successful bidder(s) shall submit to the District, a written notice (no electronic mail), of any price changes.

Instructions for Bidders  
Page 2 of 8  
Bid No. 25-09

The District must have sixty (60) calendar days prior to written notice of any price change. A written justification from the supplier and manufacturer must accompany the sixty (60) calendar days notice to the District. In the event of the price increase, the District reserves the right to cancel such items from the Bid. Failure to meet these requirements set forth may be cause for DEFAULT under the TERMINATION FOR DEFAULT clause of this bid.

13. DISCONTINUED ITEM: The successful bidder(s) shall submit to the District a written Notice (no electronic mail), anytime an item has been discontinued. The District must also have sixty (60) calendar days prior written notice of any price change. A written justification from the supplier and manufacturer must accompany the sixty (60) calendar days notice to the District. In the event of an item being discontinued, the District reserves the right to cancel such items from the Bid. Failure to meet these requirements set forth may be cause for DEFAULT under the TERMINATION FOR DEFAULT clause of this bid.
14. MODEL CHANGES: Model changes will be allowed as long as the replacement is significantly the same or better in terms of specifications and performance and there is NO price change. The successful bidder(s) shall submit to the District, a written notice (no electronic mail) of any model changes. The District must have sixty (60) calendar days prior written notice of any price change. A written justification from the supplier and manufacturer must accompany the sixty (60) calendar days notice to the District. In the event of the brand change, the District reserves the right to cancel such items from the Bid. Failure to meet these requirements set forth may be cause for DEFAULT under the TERMINATION FOR DEFAULT clause of the this bid.
15. BRANDS: Brand names are included for descriptive purposes to indicate the quality, design, and utility desired by the District, but the specifications are not intended to restrict competition. Brands of equal make or type to those specified will be considered unless otherwise so indicated in the bid. **Each bidder shall indicate the brand name and model number of the brand(s) being bid (Even if indicated in the specification).** Terms such as "As spec" or Bidder's item numbers instead of the manufacturer's brand name and model number may be considered non-responsive. The item submitted must exist and no prototypes will be accepted. **The bidder will be responsible for proving that the product is equal or better to the product.** In accordance with the INSPECTION AND ACCEPTANCE provision of this bid, testing may be required.

Brand changes will be allowed as long as the replacement is significantly the same or better in terms of specifications and performance and there is NO price change. The successful bidder(s) shall submit to the District, a written notice (no electronic mail), of any brand changes. A written justification from the supplier and manufacturer must accompany the sixty (60) calendar days notice to the District. In the event of the brand change, the District reserves the right to cancel such items from the Bid. Failure to meet these requirements set forth may be cause for DEFAULT under the TERMINATION FOR DEFAULT clause of this bid.
16. NON-EXCLUSIVITY: The District is not obligated to purchase from the bid, but will

Instructions for Bidders  
Page 3 of 8  
Bid No. 25-09

utilize it as often as possible and reserves the right to competitively bid any item on this contract when it is in the best interest of the District

17. **QUANTITIES:** Quantities shown in Bid Form are estimates only, based on the best information available at the time. The District reserves the right to purchase more or less of the units specified at the unit cost bid. No minimum quantities requirement for the items listed on the bid when placing order.
18. **SAMPLES:** Samples shall be furnished at no expense to the District and shall be the property of the District. One box of each item may be requested prior to bid award to further test and evaluate the product and shall be submitted within 48 hours upon request to the location designated by the district's buyer. Failure to provide samples within the time requested may cause bid to be non responsive. Samples will be tested or evaluated to determine compliance with all characteristics listed for such test or evaluation. District will provide delivery information to the bidder(s) when samples are required.

All packages containing samples must be clearly labeled with bidder's name, bid number, and each sample clearly identified as to the item number under which the sample is to be considered. MSDS must be included along with the samples if required.

If, in the opinion of the District, an item purchased on the bid does not confirm to specifications or perform to the standards of the previous samples submitted, the District reserves the right to have the product tested by an independent laboratory. If the test shows that the product does not conform to specification or meet the standards of the samples submitted, the cost of testing will be charged to the successful bidder and the contract may be canceled under the TERMINATION FOR DEFAULT section of the bid.
19. **DELIVERY REQUIREMENT:** Bidders shall bid all items F.O.B. DESTINATION, FRT. PREPAID to: SAUSD Warehouse, 750 N. Fairview St., Santa Ana, California, 92703 Attn: Warehouse Stock.
20. **DELIVERY SCHEDULE:** The District requires the delivery within three business days upon receipt of order. The District reserves the right to make award based on delivery time quoted. Failure to meet the delivery requirements set forth may be cause for DEFAULT under the TERMINATION OF DEFAULT clause of this bid.
21. **MATERIAL SAFETY DATA SHEETS:** Successful Bidder(s) shall provide to the District, Material Safety Data Sheets, on all applicable items awarded within 5 business days upon receipt of the purchase order. Please send a copy of the MSDS to: Santa Ana Unified School District, Purchasing Department, Attn: Dolores Torres, 1601 E. Chestnut Ave., Santa Ana, CA 92701.
22. **INSURANCE:** Prior to issuance of a purchase order, the successful bidder shall furnish the District with insurance endorsements evidencing insurance coverage and further indicating that the successful bidder's policies have been endorsed to name the "Santa Ana Unified School District" as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide the "Successful bidder's policy is primary over any

Instructions for Bidders

Page 4 of 8

Bid No. 25-09

insurance carried by the District and that “the policy will not be cancelled or materially changed without thirty (30) calendar days prior written notice ” being given to the District’s Purchasing Department. During the term of the contract, the successful bidder shall, at its own cost and expense maintain the following types of insurance:

- i. Commercial General Liability Coverage, “occurrence” form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$1,000,000 per occurrence and an annual general aggregate limit not less than \$2,000,000. The policy shall be endorsed to name the District, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.
- ii. Workers’ Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.
- iii. Business Automobile Liability Coverage with limits as required by the State of California.

23. FAILURE TO PROVIDE EVIDENCE OF INSURANCE, POST SECURITY, OR EXECUTE CONTRACT: In the event the bidder to whom a notice of intent to award a contract is given, fails or refuses to provide the certificates of insurance, required bonds, or return properly executed copies of the contract within seven (7) calendar days from the date of receiving said notice, the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.

24. DEFAULT: In the event the bidder to whom a contract is awarded fails to perform in accordance with the terms and conditions of the bid or the contract, the District may terminate their orders, in whole or in part, in accordance with the TERMINATION FOR DEFAULT provision of this bid.

25. TERMINATION FOR DEFAULT: The District may, by written notice of default to the successful bidder, terminate the contract in whole or in part if:

A. The successful bidder fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the items(s) provided fail to perform satisfactorily;

OR

B. The successful bidder fails to perform any of the other provisions of the bid or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the District may authorize in writing) after receipt of notice from the Santa Ana Unified School District specifying such failure.

Instructions for Bidders  
Page 5 of 8  
Bid No. 25-09

In the event the District terminates the contract, in whole or in part, the District may acquire equipment, similar to those so terminated from another source, and the successful bidder shall be liable for any excess costs of acquisitions of such similar items.

26. SUPPLIER NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out the terms and conditions of the contract, the successful bidder is an independent contractor and not an officer, employee, or agent of the District.
27. EVIDENCE OF RESPONSIBILITY: Upon request of the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing their financial resources. The District may also request the names of at least three (3) references for whom similar supplies or equipment were provided during the previous year. The bidder must furnish this list within three (3) days after request. Failure to do so will be sufficient cause for default and the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.
28. ANTI-DISCRIMINATION: It is the policy of the Santa Ana Unified Board of Education that in connection with all services performed for the District, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, the California Fair Employment Practice Act beginning with Labor Code Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.
29. INSPECTION AND ACCEPTANCE: All items provided under the contract shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing and labeling. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the successful bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.
30. INSPECTION OF BIDDER'S FACILITY: The District reserves the right to inspect the facilities of the bidder prior to award of the contract and if representatives of the District determine after such inspection that the bidder is not capable of performing satisfactorily to the District, his bid will be ruled nonresponsive. Additionally, the District reserves the right to inspect the successful bidder's facility during the contract period.
31. INDEMNIFICATION: Bidder agrees to defend, indemnify, save, and hold harmless the District and any of their governing bodies, the individuals, thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and expense (including, but not by way of limitation, attorneys' fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of the Bidder's performance or failure to perform

Instructions for Bidders

Page 6 of 8

Bid No. 25-09

services under this Bid, or resulting from or in any way directly or indirectly connected with the performance or nonperformance of the District, pertaining to this bid. Bidder further agrees to waive all rights of subrogation against the District and shall pay for any and all injury, damage, or loss to the District. The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the District.

32. PERMITS AND LICENSES: The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of items herein listed. All operations and materials shall be in accordance with law. Failure to do so may result in termination of the contract under the default provision of the bid.

33. EMPLOYEE BACKGROUND CHECKS At the time of contract award and during the entire term of the contract, the successful bidder, including all subcontractors, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful bidder's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder. Attached is the District's standard Fingerprint Certification form that must be signed.

If the successful bidder refuses or fails to comply with this section, such refusal or failure shall be considered sufficient cause for termination of the contract, in whole or in part, under the Termination for Default clause of the contract.

34. DRUG AND ALCOHOL FREE WORKPLACE The successful bidder hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Santa Ana Unified Board of Education's Policy (BP 4020). Therefore, the work site shall be kept drug and alcohol free at all times

35. TOBACCO-FREE WORKPLACE The successful bidder hereby agrees, under the contract, he will comply with the Santa Ana Unified Board of Education's Policy (BP 3515.3) which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second hand smoke and desires to provide a healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

36. BID DOCUMENTS: The complete bid includes the following documents:

- Notice Calling For Bids
- Instructions For Bidders
- **Bid Form**

Instructions for Bidders  
Page 7 of 8  
Bid No. 25-09

- **Non Collusion Affidavit**

**THOSE ITEMS BOLDED MUST BE COMPLETED AND RETURNED WITH THE BID FORMS.**

Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint him/herself with the terms and conditions affecting the performance of the contract. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.

Instructions for Bidders  
Page 8 of 8  
Bid No. 25-09

**BID FORM**  
**SCHOOL PAPER SUPPLIES FOR WAREHOUSE STOCK**

ITEM NO.	WAREHOUSE STK #	DESCRIPTION	QUANTITY	UNIT OF MEASURE	BRAND NAME MODEL NO.	UNIT PRICE	TOTAL AMOUNT
1	W010625	<u>ENVELOPES, MANILLA</u> , clasped, gum, open end, plain, 32 lb., 11.5" X 14.5", 100/box WESTVACO C0705 OR EQUAL  _____ box per case	150	BOX			
2	W010650	<u>ENVELOPES, MANILLA</u> , clasped, gummed, open end, plain, 32 lb., 10" X 13", 100/box WESTVACO C0705 OR EQUAL  _____ box per case	300	BOX			
3	W010750	<u>ENVELOPES, MANILLA</u> , gummed, open end, 28 lb., 6" X 9", 500/box WESTVACO C0645, QUALITY PARK 40765 OR EQUAL  _____ box per case	100	BOX			
4	W010800	<u>ENVELOPES, MANILLA</u> , gummed, open end, 28 lb., 6 1/2" X 9 1/2", 500/box WESTVACO C0615, QUALITY PARK 40865 OR EQUAL  _____ box per case	31	BOX			
5	W010900	<u>ENVELOPES, MANILLA</u> , gummed, open end, 28 lb., 9.5" X 12.5", 250/box QUALITY PARK 41565 OR EQUAL  _____ box per case	150	BOX			

6	W011000	<u>ENVELOPES</u> , white, fully gummed, rounded flap, diagonal seam, wove, sub 24, 3 7/8" X 7 1/2", #7 commercial, 500/box QUALITY PARK 10926 OR EQUAL  _____ box per case	60	BOX			
7	W011050	<u>ENVELOPES</u> , white, legal, fully gummed, pointed flap, diagonal seam, wove, sub 24, 4 1/8 x 9 1/2" WESTVACO C77125 OR EQUAL  _____ box per case	200	BOX			
8	W017100	<u>PADS, SCRATCH</u> , white, gummed at the top, 16 lb., chipboard backing, 4" x 6" 100 sh/pad Everett PAD AND PAPER CO. 594546 OR EQUAL  _____ dozen per case	60	DOZEN			
9	W019750	<u>PAPER, ART</u> , black, flame retardant, 100% fadeless sulphite, 50lb., 36" X 1000', roll RIVERSIDE PAPER CORP. 01209 OR EQUAL  _____ roll per box	50	ROLL			
10	W019755	<u>PAPER, ART</u> , sky blue, flame retardant, 100% fadeless sulphite, 50 lb., 36" X 1000', roll RIVERSIDE PAPER CORP. 01205 OR EQUAL  _____ roll per box	40	ROLL			
11	W019760	<u>PAPER, ART</u> , brown, flame retardant, 100% fadeless sulphite, 50 lb., 36" X 1000', roll RIVERSIDE PAPER CO. 01207 OR EQUAL  _____ roll per box	40	ROLL			

12	W019765	<u>PAPER, ART, emerald green, flame retardant, 100% fadeless sulphite, 50 lb., 36" X 1000', roll</u> RIVERSIDE PAPER CORP. 01202 OR EQUAL	60	ROLL				
		roll per box						
13	W019770	<u>PAPER, ART, orange flame, flame retardant, 100% fadeless sulphite, 50 lb., 36" X 1000', roll</u> RIVERSIDE PAPER CORP. 01200 OR EQUAL	40	ROLL				
		roll per box						
14	W019775	<u>PAPER, ART, holly red, flame retardant, 100% fadeless sulphite, 50 lb., 36" X 1000', roll</u> RIVERSIDE PAPER CORP. 01203 OR EQUAL	60	ROLL				
		roll per box						
15	W019780	<u>PAPER, ART, canary, flame retardant, 100% fadeless sulphite, 50 lb., 36" X 1000', roll</u> RIVERSIDE PAPER CORP. 01201 OR EQUAL	80	ROLL				
		roll per box						
16	W019785	<u>PAPER, ART, blue, flame retardant, 100% fadeless sulphite, 50 lb., 36" X 1000', roll</u> RIVERSIDE PAPER CORP. 01206 OR EQUAL	40	ROLL				
		roll per box						
17	W020500	<u>PAPER, CONSTRUCTION, assorted, heavy-weight, 76 lbs., 100% vat dyed finish, acid-free, 12" x 18", 50/pkg</u> TRU-RAY 00SC/#03063 OR EQUAL	2000	PACKAGE				
		pack per case						

18	W020650	<u>PAPER, CONSTRUCTION</u> , orange, heavy-weight, 76 lbs., 100% vat dyed finish, acid-free, 12" x 18", 50/pkg TRU-RAY 3SC/#03034 OR EQUAL  _____ pack per case	2000	PACKAGE			
19	W020750	<u>PAPER, CONSTRUCTION</u> , yellow, heavy-weight, 76 lbs., 100% vat dyed finish, acid-free, 12" x 18", 50/pkg TRU-RAY 5SC/#03036 OR EQUAL  _____ pack per case	3000	PACKAGE			
20	W020800	<u>PAPER, CONSTRUCTION</u> , lime, heavy-weight, 76 lbs., 100% vat dyed finish, acid-free, 12" x 18", 50/pkg TRU-RAY 10SC/#03425OR EQUAL  _____ pack per case	1500	PACKAGE			
21	W020850	<u>PAPER, CONSTRUCTION</u> , green, heavy-weight, 76 lbs., 100% vat dyed finish, acid-free, 12" x 18", 50/pkg TRU-RAY 7SC/#03038 OR EQUAL  _____ pack per case	3000	PACKAGE			
22	W020860	<u>PAPER, CONSTRUCTION</u> , magenta, heavy-weight, 76 lbs., 100% vat dyed finish, acid-free, 12" x 18", 50/pkg TRU-RAY 11SC/#03032 OR EQUAL  _____ pack per case	1000	PACKAGE			
23	W020900	<u>PAPER, CONSTRUCTION</u> , violet, heavy-weight, 76 lbs., 100% vat dyed finish, acid-free, 12" x 18", 50/pkg TRU-RAY 11SC/#03041OR EQUAL  _____ pack per case	1000	PACKAGE			

24	W020950	<b>PAPER, CONSTRUCTION</b> , blue, heavy-weight, 76 lbs., 100% vat dyed finish, acid-free, 12" x 18", 50/pkg TRU-RAY 33SC/#03054 OR EQUAL _____ pack per case	3000	PACKAGE			
25	W020960	<b>PAPER, CONSTRUCTION</b> , turquoise, heavy-weight, 76 lbs., 100% vat dyed finish, acid-free, 12" x 18", 50/pkg TRU-RAY 8SC/#03039 OR EQUAL _____ pack per case	3000	PACKAGE			
26	W021050	<b>PAPER, CONSTRUCTION</b> , lilac, heavy-weight, 76 lbs., 100% vat dyed finish, acid-free, 12" x 18", 50/pkg TRU-RAY 24SC/#03050 OR EQUAL _____ pack per case	1000	PACKAGE			
27	W021200	<b>PAPER, CONSTRUCTION</b> , sky blue, heavy-weight, 76 lbs., 100% vat dyed finish, acid-free, 12" x 18", 50/pkg TRU-RAY 21SC/#03048 OR EQUAL _____ ea per pack	1500	PACKAGE			
28	W021240	<b>PAPER, CONSTRUCTION</b> , shocking pink, heavy-weight, 76 lbs., 100% vat dyed finish, acid-free, 12" x 18", 50/pkg TRU-RAY 15SC/#03045OR EQUAL _____ pack per case	1000	PACKAGE			
29	W021250	<b>PAPER, CONSTRUCTION</b> , pink, heavy-weight, 76 lbs., 100% vat dyed finish, acid-free, 12" x 18", 50/pkg TRU-RAY 14SC/#03044 OR EQUAL _____ pack per case	1000	PACKAGE			

30	W021300	<u>PAPER, CONSTRUCTION</u> , dark green, heavy-weight, 76 lbs., 100% vat dyed finish, acid-free, 12" x 18", 50/pkg TRU-RAY 31SC/#03053 OR EQUAL _____ pack per case	1000	PACKAGE			
31	W021350	<u>PAPER, CONSTRUCTION</u> , warm brown, heavy-weight, 76 lbs., 100% vat dyed finish, acid-free, 12" x 18", 50/pkg TRU-RAY 51SC/#03057 OR EQUAL _____ pack per case	2000	PACKAGE			
32	W021400	<u>PAPER, CONSTRUCTION</u> , salmon, heavy-weight, 76 lbs., 100% vat dyed finish, acid-free, 12" x 18", 50/pkg TRU-RAY 12SC/#03042 OR EQUAL _____ pack per case	500	PACKAGE			
33	W021450	<u>PAPER, CONSTRUCTION</u> , dark brown, heavy-weight, 76 lbs., 100% vat dyed finish, acid-free, 12" x 18", 50/pkg TRU-RAY 50SC/#03056 OR EQUAL _____ pack per case	1000	PACKAGE			
34	W021500	<u>PAPER, CONSTRUCTION</u> , white, heavy-weight, 76 lbs., 100% vat dyed finish, acid-free, 12" x 18", 50/pkg TRU-RAY 53SC/#03058 OR EQUAL _____ pack per case	3000	PACKAGE			
35	W021550	<u>PAPER, CONSTRUCTION</u> , slate (charcoal gray), heavy-weight, 76 lbs., 100% vat dyed finish, acid-free, 12" x 18", 50/pkg TRU-RAY 56SC/#03060 OR EQUAL _____ pack per case	1000	PACKAGE			

36	W021650	<u>PAPER, CONSTRUCTION</u> , black, heavy-weight, 76 lbs., 100% vat dyed finish, acid-free, 12" x 18", 50/pkg TRU-RAY 57SC/#03061 OR EQUAL  _____ pack per case	2000	PACKAGE			
37	W021750	<u>PAPER, CONSTRUCTION</u> , festive red, heavy-weight, 76 lbs., 100% vat dyed finish, acid-free, 12" x 18", 50/pkg TRU-RAY 83SC/#03432 OR EQUAL  _____ pack per case	2000	PACKAGE			
38	W023050	<u>PAPER, CREPE</u> , black, flame-resistant, folds, unbanded, extra-strong, waterbased, 11 lb. AMERICAN CREPE CORP. B7900 OR EQUAL  _____ ea per pack	100	FOLD			
39	W023150	<u>PAPER, CREPE</u> , baby blue, flame-resistant, folds, unbanded, extra-strong, 20" x 7 1/2", waterbased, 11 lb. AMERICAN CREPE CORP. B7620 OR EQUAL  _____ ea per pack	100	FOLD			
40	W023200	<u>PAPER, CREPE</u> , brown, flame-resistant, folds, unbanded, extra-strong, 20" x 7 1/2", waterbased, 11 lb. AMERICAN CREPE CORP. B7-850 OR EQUAL  _____ ea per pack	24	FOLD			
41	W023250	<u>PAPER, CREPE</u> , holiday green, flame-resistant, folds, unbanded, extra-strong, 20" x 7 1/2", waterbased, 11 lb. AMERICAN CREPE CORP. B7-750 OR EQUAL  _____ ea per pack _____ pack per case	60	FOLD			

42	W023400	<u>PAPER, CREPE</u> , orange, flame-resistant, folds, unbanded, extra-strong, 20" x 7 1/2", waterbased, 11 lb. AMERICAN CREPE CORP. B7220 OR EQUAL  _____ ea per pack	96	FOLD				
43	W023450	<u>PAPER, CREPE</u> , pastel pink, flame-resistant, folds, unbanded, extra-strong, 20" x 7 1/2", waterbased, 11 lb. AMERICAN CREPE CORP. B60-420 OR EQUAL  _____ ea per pack	75	FOLD				
44	W023550	<u>PAPER, CREPE</u> , holiday red, flame-resistant, folds, unbanded, extra-strong, 20" x 7 1/2", waterbased, 11 lb. AMERICAN CREPE CORP. B7300 OR EQUAL  _____ ea per pack	120	FOLD				
45	W023650	<u>PAPER, CREPE</u> , white, flame-resistant, folds, unbanded, extra-strong, 20" x 7 1/2", waterbased, 11 lb. AMERICAN CREPE CORP. B7010 OR EQUAL  _____ ea per pack	90	FOLD				
46	W023700	<u>PAPER, CREPE</u> , sunflower yellow, flame-resistant, folds, unbanded, extra-strong, 20" x 7 1/2", waterbased, 11 lb. AMERICAN CREPE CORP. B7-130 OR EQUAL  _____ ea per pack	40	FOLD				
47	W024150	<u>PAPER, DRAWING</u> , manilla, 60 lb., 9" x 12" AMERICAN PAPER CONVERTERS 609M, EVERETT 46-731 OR EQUAL  _____ ream per case	150	REAM				

48	W024250	PAPER, DRAWING, white, 60 lb., 9" x 12" RIVERSIDE PAPER CORP. 03173 OR EQUAL ream per case	150	REAM			
49	W024300	PAPER, DRAWING, white, 60 lb., 12" x 18" RIVERSIDE PAPER CORP. 03174 OR EQUAL ream per case	100	REAM			
50	W024900	PAPER, GRAPH, white, 1/4" square, 16 lb., no holdes, 8 1/2" x 11" HAMLET P-0231, EVERETT PAD AND PAPER CO. 45-171 OR EQUAL ream per case	800	REAM			
51	W024950	PAPER, GRAPH, white, 1/2" square, 16 lb., no holdes, 8 1/2" x 11" HAMLET P-0234, EVERETT PAD AND PAPER CO. 44-131 OR EQUAL ream per case	1200	REAM			
52	W025025	PAPER, LETTERCAP INK, white, red margin on left on both sides, ruled, no holdes, 1/14" heading, 8 1/2" x 11" HAMLET P-0223 OR EVERETT PAD AND PAPER CO. 44-131 OR EQUAL ream per case	2400	REAM			
53	W025050	PAPER, LETTERCAP, newsprint, red margin on left on both sides, ruled, no holdes, 1 1/4" heading, 8 1/2" x 11" HAMLET P-381, EVERETT PAD AND PAPER CO. 48-507 OR EQUAL ream per case	800	REAM			

54	W025650	<u>PAPER, RAILROAD BOARD</u> , royal blue, both sides colored, 6 ply, 22" x 28" PACON 5462S-5987 OR EQUAL _____ sheet per pack	500	SHEET				
55	W025660	<u>PAPER, RAILROAD BOARD</u> , ginger, both sides colored, 6 ply, 22" x 28" PACON 5470S-5987 OR EQUAL _____ sheet per pack	400	SHEET				
56	W025725	<u>PAPER, RAILROAD BOARD</u> , orange, both sides colored, 6 ply, 22" x 28" PACON 5479S-5987 OR EQUAL _____ sheet per pack	200	SHEET				
57	W025800	<u>PAPER, RAILROAD BOARD</u> , red, both sides colored, 6 ply, 22" x 28" PACON 5476S-5987 OR EQUAL _____ sheet per pack	500	SHEET				
58	W025850	<u>PAPER, RAILROAD BOARD</u> , white, both sides colored, 6 ply, 22" x 28" PACON 5461S-5987 OR EQUAL _____ sheet per pack	500	SHEET				
59	W025900	<u>PAPER, RAILROAD BOARD</u> , lemon yellow, both sides colored, 6 ply, 22" x 28" PACON 5473S-5987 OR EQUAL _____ sheet per pack	200	SHEET				

**EXHIBIT A**  
**(20 of 38)**

60	W026125	<u>PAPER, NEWSPRINT</u> , unrulled plain, 8 1/2" x 11", 50 lb./box <u>EVERETT PAD AND PAPER CO. 49-521 OR EQUAL</u> _____ box per case	60	BOX			
61	W026230	<u>PAPER, K-2</u> , newsprint, manuscript, 1" horizontal heading, 30 lb., 12" x 9" <u>HAMLET P-4224, EVERETT PAD AND PAPER CO. 48-540</u> <u>OR EQUAL</u> _____ ream per case	1600	REAM			
62	W026235	<u>PAPER, K-2</u> , white, manuscript, 1" horizontal heading, 16lb., 12" x 9" <u>HAMLET P-0312, EVERETT PAD AND PAPER CO. 44-176</u> <u>OR EQUAL</u> _____ ream per case	1200	REAM			
63	W026240	<u>PAPER, 4TH GRADE</u> , newsprint, cursive, 20 lb., 12" x 9" <u>HAMLET P-4335, EVERETT PAD AND PAPER CO. 48-540</u> <u>OR EQUAL</u> _____ ream per case	800	REAM			
64	W026245	<u>PAPER, 3RD &amp; 4TH GRADE</u> , white, cursive, 12" x 19" <u>HAMLET P-0616, EVERETT PAD AND PAPER CO. 45-129</u> <u>OR EQUAL</u> _____ ream per case	900	REAM			
65	W026250	<u>PAPER, K-2</u> , newsprint, manuscript, 6" horizontal heading one side, 12" x 9" <u>HAMLET P-4720, EVERETT PAD AND PAPER CO. 48-513</u> <u>OR EQUAL</u> _____ ream per case	1600	REAM			

66	W026290	PAPER, 3RD & 4TH GRADE, white, cursive transition, special lined, 12" x 9" HAMLET P-4157, EVERETT PAD AND PAPER CO. 48-540 OR EQUAL ream per case	800	REAM			
67	W026295	PAPER, 2ND & 3RD GRADE, white, cursive transition special lined, 9" x 12" HAMLET P-0617, EVERETT PAD AND PAPER CO. 45-129 OR EQUAL ream per case	1600	REAM			
68	W026300	PAPER, newsprint, plain, 18" x 24, 50lbs/box EVERETT PAD AND PAPER CO. 49-526 OR EQUAL box per case	164	BOX			
69	W026650	PAPER, NOTEBOOK, ruled, wide-marginal 3-hole, rounded corners, 100/pkg SCHOOL MAX SMX F817-CR-C OR EQUAL pack per case	1585	PACKAGE			
70	W026675	PAPER, PAD, canary, no cover, ruled margin on both sides, 8 1/2" x 11 3/4, 50 sh/pad SCHOOL SMART/SCHOOL SPECIALTY #30027430 OR EQUAL pad per pack	1440	PAD			
71	W027700	PAPER, POSTER BOARD, brown, 14-ply, colored one side, art quality, 22" x 28" CRESENT BOARD C639 OR EQUAL sheet per pack pack per case	300	SHEET			

72	W027750	PAPER, POSTER BOARD, dark blue 14-ply, colored one side, art quality, 22" x 28" CRESENT BOARD C-B C647-22 OR EQUAL _____ sheet per pack _____ pack per case	400	SHEET			
73	W027900	PAPER, POSTER BOARD, green, 14-ply, colored one side, art quality, 22" x 28" CRESENT BOARD C-B C653-22 OR EQUAL _____ sheet per pack _____ pack per case	200	SHEET			
74	W027925	PAPER, POSTERBOARD, white, 14-ply, colored one side, art quality, 22" x 28" CRESENT BOARD C-B C600-22 OR EQUAL _____ sheet per pack _____ pack per case	550	SHEET			
75	W028050	PAPER, CHART, Newsprint, 1" ruled, both sides no heading, 24" x 36", 200 sh/l/pkg. EVERETT PAD AND PAPER CO. 48-MISC OR EQUAL _____ pack per case	400	PACKAGE			
76	W028055	PAPER, CHART, newsprint, one side, cursive, 3/4" fairs, 60 lb., 24" x 36", 100 sh/l/pkg EVERETT PAD AND PAPER CO. 46-192 OR EQUAL _____ pack per case	200	PACKAGE			
77	W028100	PAPER, TAGBOARD, plain, manilla, heavy weight, smooth, semi-regid, 125 lbs., 22 1/2" x 28 1/2" EVERETT PAD & PAPER CO. 477150D OR EQUAL _____ sheet per pack _____ pack per case	300	SHEET			

78	W028200	<u>PAPER, TAGBOARD STRIPS</u> , manilla, 22" x 4", 100 sht/pkg. <u>EVERETT AND PAD PAPER CO. 47-720 OR EQUAL</u> _____ pack per case	300	PACKAGE			
79	W028225	<u>PAPER, TAGBOARD STRIPS</u> , manilla, 100 lbs., 24" x 3", 100 sht/pkg. <u>EVERETT PAD AND PAPER CO. 47-763 OR EQUAL</u> _____ pack per case	1100	PACKAGE			
90	W028250	<u>PAPER, ART TISSUE</u> , black, quire-folded, standard grade, non-bleeding, 20" x 30", 24 sht/quire <u>PACON 58140 OR EQUAL</u> _____ quire per case	200	QUIRE			
81	W028300	<u>PAPER, ART TISSUE</u> , turquoise, quire-folded, standard grade, non-bleeding, 20" x 30", 24 sht/quire <u>PACON 58200 OR EQUAL</u> _____ quire per case	200	QUIRE			
82	W028350	<u>PAPER, ART TISSUE</u> , brown, quire-folded, standard grade, non-bleeding, 20" x 30", 24 sht/quire <u>PACON 58230 OR EQUAL</u> _____ quire per case	200	QUIRE			
83	W028375	<u>PAPER, ART TISSUE</u> , magenta, quire-folded, deluxe grade, non-bleeding, 20" x 30", 24 sht/quire <u>PACON 59060 OR EQUAL</u> _____ quire per case	200	QUIRE			

84	W028400	<u>PAPER, ART TISSUE</u> , leaf green, quire-folded, deluxe grade, non-bleeding, 20" x 30", 24 sh/quire <u>PACON 59220 OR EQUAL</u> ____ quire per case	200	QUIRE			
85	W028425	<u>PAPER, ART TISSUE</u> , apple green, quire-folded, deluxe grade, non-bleeding, 20" x 30", 24 sh/quire <u>PACON 58110 OR EQUAL</u> ____ quire per case	200	QUIRE			
86	W028500	<u>PAPER, ART TISSUE</u> , pink, quire-folded, deluxe grade, non-bleeding, 20" x 30", 24 sh/quire <u>PACON 58040 OR EQUAL</u> ____ quire per case	200	QUIRE			
87	W028550	<u>PAPER, ART TISSUE</u> , red, quire-folded, deluxe grade, non-bleeding, 20" x 30", 24 sh/quire <u>PACON 58030 OR EQUAL</u> ____ quire per case	400	QUIRE			
88	W028600	<u>PAPER, ART TISSUE</u> , lite blue, quire-folded, deluxe grade, non-bleeding, 20" x 30", 24 sh/quire <u>PACON 58020 OR EQUAL</u> ____ quire per case	200	QUIRE			
89	W028610	<u>PAPER, ART TISSUE</u> , dark blue, quire-folded, deluxe grade, non-bleeding, 20" x 30", 24 sh/quire <u>PACON 58400 OR EQUAL</u> ____ quire per case	200	QUIRE			

90	W028625	<u>PAPER, ART TISSUE</u> , lavender, quire-folded, deluxe grade, non-bleeding, 20" x 30", 24 sh/quire PACON 58290 OR EQUAL ____ quire per case	200	QUIRE			
91	W028700	<u>PAPER, ART TISSUE</u> , white, quire-folded, deluxe grade, non-bleeding, 20" x 30", 24 sh/quire PACON 59000 OR EQUAL ____ quire per case	400	QUIRE			
92	W028750	<u>PAPER, ART TISSUE</u> , yellow, quire-folded, deluxe grade, non-bleeding, 20" x 30", 24 sh/quire PACON 58370 OR EQUAL ____ quire per case	200	QUIRE			
93	W029050	<u>PAPER, WRAPPING</u> , brown, kraft wrap, 50 lb., 36" x 880" AMERICAN PAPER APC-5036BK OR EQUAL ____ roll per case	40	ROLL			
94	W029075	<u>PAPER, BUTCHER</u> , white, 50 lb., 36" x 1000" AMERICAN PAPER APC-5036WK OR EQUAL ____ roll per case	140	ROLL			

SANTA ANA UNIFIED SCHOOL DISTRICT

BID FORM

BID NO. 25-09

CUSTODIAL SUPPLIES FOR WAREHOUSE STOCK

1. Pursuant to and in compliance with this bid, and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed and to provide and furnish any and all of the labor, materials, tools, equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this contract.

All in strict conformity with the specifications and other contract documents including any addendums for the amounts as set forth below.

2. It is understood that this bid, once approved by the Santa Ana Unified School Dist. Board of Education, is an annual contract to provide goods and/or services the District per this bid for a period of one year from the Board approval date. Any extension beyond the initial year must be Board approved.
3. Bidder must adhere to the delivery schedule include in the bid documents, unless otherwise changed in writing by the District and provide all necessary insurance certificates as required in the bid documentation.
4. It is understood that the District reserves the right to reject this bid as specified in the Instructions For bidders and that the bid shall remain open and not be withdrawn for a period of sixty (60) days.
5. The District desires the right and option to extend any contract awarded hereunder for a period of one year from date of expiration, under the same price, terms, and conditions.

Indicate if said Renewal Option is granted for one additional year:

\_\_\_\_\_ Option Granted  
\_\_\_\_\_ Option Not Granted

Indicate if said Renewal Option is granted for second additional year:

\_\_\_\_\_ Option Granted  
\_\_\_\_\_ Option Not Granted

Price Increase shall not exceed \_\_\_\_\_% during the first renewal period, based on manufacturers increases documented and verified.

Bid Form  
Page 17 of 19  
Bid No. 25-09

It is agreed that if any renewal option granted herein is exercised, the District shall so notify the contractor prior to the expiration date.

6. This bid is subject to a cash discount of \_\_\_\_\_%, thirty (30) days, net 45.

7. It is the intent of the District that other school districts pursuant to Public Contract Code Sections 20118 and 20652 may utilize the provisions of this bid pursuant to the specifications set forth herein. The District waives its right to require other districts to draw their warrants in favor of this District and authorizes each district to make payment directly to the successful bidder.

\_\_\_\_\_ Option Granted  
\_\_\_\_\_ Option Not Granted

8. Vendor to supply the District with parts, service and operator's manuals at not charge, if requested for the awarded items

Date: \_\_\_\_\_

\_\_\_\_\_  
Proper Name of Bidder

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

Bid Form  
Page 18 of 19  
Bid No. 25-09

NOTE: If a bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if a bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if a bidder is an individual, his full signature shall be placed above.

Bid Form  
Page 19 of 19  
Bid No. 25-09

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID NO. 25-09  
(Public Contract Code Section 7106)

State of California            )  
  )  
County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn,  
deposes and says that he or she is \_\_\_\_\_ of  
\_\_\_\_\_ the party making the foregoing bid that the bid  
is not made in the interest of, or on behalf of, any undisclosed person, partnership,  
company, association, organization, or corporation; that the bid is genuine and not  
collusive or sham; that the bidder has not directly or indirectly induced or solicited any  
other bidder to put in a false or sham bid, and has not directly or indirectly colluded,  
conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or  
that anyone shall refrain from bidding; that the bidder has not in any manner, directly or  
indirectly, sought by agreement, communication, or conference with anyone to fix the bid  
price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of  
the bid price, or of that of any other bidder, or to secure any advantage against the public  
body awarding the contract of anyone interested in the proposed contract; that all  
statements contained in the bid are true; and, further, that the bidder has not, directly or  
indirectly, submitted his or her bid price or any breakdown thereof, or the contents  
thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee  
to any corporation, partnership, company association, organization, bid depository, or to  
any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

[NOTARY]

\_\_\_\_\_  
(signature of officer)

\_\_\_\_\_  
(typed name of officer)

\_\_\_\_\_  
(office)

SANTA ANA UNIFIED SCHOOL DISTRICT  
BID NO. 25-09



# Santa Ana Unified School District

---

1601 East Chestnut Avenue  
Santa Ana, CA 92701-6322  
Telephone: (714) 558-5501

## *Inter-office Memo*

Date: 6/11/09

Mr. Jeremy Redman  
Office Depot  
3366 East Willow Street  
Signal Hill, CA 90755

Dear Mr. Jeremy Redman:

Santa Ana Unified School District would like to inform **Office Depot**, that they have been awarded the items as per attached list, in reference to Bid #25-09, School Paper Supply for Warehouse Stock. These items are to be provided for the period of May 01, 2009 – April 30, 2010.

Sincerely,

A handwritten signature in cursive script that reads "Dolores Torres".

Dolores Torres  
Buyer  
Santa Ana Unified School District

Cc: Karen Aepli, Director, Purchasing & Stores



# PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614

Fax (714) 558-5880

PURCHASE ORDER NO.

246420

Page 1 Of 5

**SUPPLIER:** OFFICE DEPOT  
3366 E WILLOW ST  
SIGNAL HILL, CA 90755

**SHIP TO:** 750 N FAIRVIEW  
Santa Ana, CA 92703

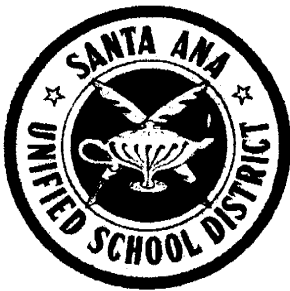
NO DELIVERIES ACCEPTED AFTER 3:30 PM OR  
ON SATURDAYS, SUNDAYS OR HOLIDAYS

**BILL TO:** 1601 E CHESTNUT AVE  
Santa Ana, CA 92701

**Vendor #:** 101261

Date Issued	Delivery Date	F.O.B	Terms	Req Num	Buyer
10-JUN-09		Destination	30 Net		D Torres

Line No.	Quantity	Unit	Description	Unit Price	Amount
1		BOX	SAUSD Part No: W010750 ENVELOPES MANILA 6 X 9 500 PER PACKAGE BOX Supplier Item No: COLUMBIAN C0645		\$0.00
2		BOX	SAUSD Part No: W011050 ENVELOPES WHITE LGL PL 4X9.5" UNSTAMPED, 500 PER BOX BOX Supplier Item No: 633888		\$0.00
3		PACKAG E	SAUSD Part No: W020500 PAPER ASSRTD CONSTRUCTION12X18 ASSORTED COLORS, 50 PER PACK PKG Supplier Item No: TRU RAY 03063		\$0.00
4		PACKAG E	SAUSD Part No: W020650 PAPER ORANGE CONSTRUCTION12X18 50 PER PACKAGE PKG Supplier Item No: TRU RAY 03034		\$0.00
5		PACKAG E	SAUSD Part No: W020750 PAPER YELLOW CONSTRUCTION12X18 50 SHEETS PER PACKAGE PKG Supplier Item No: TRU RAY 03036		\$0.00
6		PACKAG E	SAUSD Part No: W020800 PAPER LIME CONSTRUCTION12X18 50 PER PACKAGE PKG Supplier Item No: TRU RAY 03425		\$0.00
7		PACKAG E	SAUSD Part No: W020850 PAPER GREEN CONSTRUCTION12X18 50 PER PACKAGE PKG Supplier Item No: TRU RAY 03038		\$0.00
8		PACKAG E	SAUSD Part No: W020860 PAPER MAGNTA CONSTRUCTION12X18 PACKAGE 50 PER PKG Supplier Item No: TRU RAY 03032		\$0.00
9		PACKAG E	SAUSD Part No: W020900 PAPER VOILET CONSTRUCTION12X18 50 PR PACKAGE PKG Supplier Item No: TRU RAY 03041		\$0.00
10		PACKAG E	SAUSD Part No: W020950 PAPER BLUE CONSTRUCTION12X18 50 PER PACKAGE PKG Supplier Item No: TRU RAY 03054		\$0.00
11		PACKAG E	SAUSD Part No: W020960 PAPER TURQSE CONSTRUCTION12X18 50 SHEETS PER PACKAGE PKG Supplier Item No: TRU RAY 03039		\$0.00



# PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614

Fax (714) 558-5880

PURCHASE ORDER NO.

**246420**

Page 2 Of 5

**SHIP TO:** 750 N FAIRVIEW  
Santa Ana, CA 92703

**SUPPLIER:** OFFICE DEPOT  
3366 E WILLOW ST  
SIGNAL HILL, CA 90755

NO DELIVERIES ACCEPTED AFTER 3:30 PM OR  
ON SATURDAYS, SUNDAYS OR HOLIDAYS

**BILL TO:** 1601 E CHESTNUT AVE  
Santa Ana, CA 92701

**Vendor #:** 101261

12	PACKAG E	SAUSD Part No: W021050 PAPER LILAC CONSTRUCTION12X18 50 PER PACKAGE PKG Supplier Item No: TRU RAY 03050	\$0.00
13	PACKAG E	SAUSD Part No: W021200 PAPER SKBLUE CONSTRUCTION12X18 50 PER PACKAGE PKG Supplier Item No: TRU RAY 03048	\$0.00
14	PACKAG E	SAUSD Part No: W021240 PAPER SH/PNK CONSTRUCTION12X18 50 SHEETS PER PACKAGE PKG Supplier Item No: TRU RAY 03045	\$0.00
15	PACKAG E	SAUSD Part No: W021250 PAPER PINK CONSTRUCTION12X18 50 PR PACKAGE PKG Supplier Item No: TRU RAY 03044	\$0.00
16	PACKAG E	SAUSD Part No: W021300 PAPER DK/GRN CONSTRUCTION12X18 50 SHEETS PER PACKAGE PKG Supplier Item No: TRU RAY 03053	\$0.00
17	PACKAG E	SAUSD Part No: W021350 PAPER BROWN CONSTRUCTION12X18 50 SHETS PER PACKAGE PKG Supplier Item No: TRU RAY 03057	\$0.00
18	PACKAG E	SAUSD Part No: W021400 PAPER SALMON CONSTRUCTION12X18 50 PER PACKAGE PKG Supplier Item No: TRU RAY 03042	\$0.00
19	PACKAG E	SAUSD Part No: W021450 PAPER D/BRWN CONSTRUCTION12X18 50 PER PACKAGE PKG Supplier Item No: TRU RAY 03056	\$0.00
20	PACKAG E	SAUSD Part No: W021500 PAPER, WHITE, CONSTRUCTION12X18 50 SHEETS PER PACKAGE PKG Supplier Item No: TRU RAY 03058	\$0.00
21	PACKAG E	SAUSD Part No: W021550 PAPER GREY CONSTRUCTION12X18 50 PER PACKAGE PKG Supplier Item No: TRU RAY 03060	\$0.00
22	PACKAG E	SAUSD Part No: W021650 PAPER BLACK CONSTRUCTION12X18 50 SHEETS PER PACKAGE PKG Supplier Item No: TRU RAY 03061	\$0.00
23	PACKAG E	SAUSD Part No: W021750 PAPER FV/RED CONSTRUCTION12X18 50 SHEETS PER PACKAGE PKG Supplier Item No: TRU RAY 03432	\$0.00
24	REAM	SAUSD Part No: W024300 PAPER DRAWING WHITE 60# 12X18 500 SHEETS PER REAM RM Supplier Item No: PACON 47012	\$0.00



# PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614

Fax (714) 558-5880

PURCHASE ORDER NO.

246420

Page 3 Of 5

**SUPPLIER:** OFFICE DEPOT  
3366 E WILLOW ST  
SIGNAL HILL, CA 90755

**SHIP TO:** 750 N FAIRVIEW  
Santa Ana, CA 92703

NO DELIVERIES ACCEPTED AFTER 3:30 PM OR  
ON SATURDAYS, SUNDAYS OR HOLIDAYS

**BILL TO:** 1601 E CHESTNUT AVE  
Santa Ana, CA 92701

**Vendor #:** 101261

25		SHEET	SAUSD Part No: W025650 PAPER MOUNTING BLUE 22X28 SHEET Supplier Item No: FORAY 838332		\$0.00
26		SHEET	SAUSD Part No: W025725 PAPER MOUNTING ORANGE 22X28 SHEET Supplier Item No: FORAY 838206		\$0.00
27		SHEET	SAUSD Part No: W025800 PAPER MOUNTING RED 22X28 SHEET Supplier Item No: FORAY 838220		\$0.00
28		SHEET	SAUSD Part No: W025900 PAPER MOUNTING LM/YELLOW 22X28 SHEET Supplier Item No: FORAY 838157		\$0.00
29		REAM	SAUSD Part No: W026235 PAPER WHT 9X12 MNUSCRPT K-2 1" HEADING RULED LONG WAY RM Supplier Item No: X2682AC-11980		\$0.00
30		REAM	SAUSD Part No: W026245 PAPER WHT 9X12 CURSIVE 3&4 SAME AS 26240 BETTER GR PAPER RM Supplier Item No: X2683AD-11980		\$0.00
31		REAM	SAUSD Part No: W026295 PAPER WHT 9X12 TRSNLCSV 2&3 SAME AS 26290 BETTER GR PAPER RM Supplier Item No: X2683AA-11980		\$0.00
32		BOX	SAUSD Part No: W026300 PAPER NEWS 18X24 PLAIN 50 LBS PER BOX BOX Supplier Item No: PACON 3411		\$0.00
33		EACH	SAUSD Part No: W026675 PAD YELLOW LETTER RULED 50 SHEETS PER PAD PAD Supplier Item No: 268671		\$0.00
34		PACKAG E	SAUSD Part No: W028050 PAPER NEWS 24X36 CHART 1" RLD RULED 2 SIDES/NO HEADING PKG Supplier Item No: X4700AA-11980		\$0.00
35		PACKAG E	SAUSD Part No: W028055 PAPER, CHART 24X36 CURSIVE RULED ONE 3/4" SPACE, 100 PER PKG Supplier Item No: X4701AA-11980		\$0.00
36		SHEET	SAUSD Part No: W028100 PAPER TAGBOARD 22.5X28.5 MANIL 125# SHEET Supplier Item No: PACON 103955		\$0.00
37		QUIRE	SAUSD Part No: W028250 PAPER TISSUE BLACK 20X30 24 SHEETS PER QUIRE QUIRE Supplier Item No: PACON 58140		\$0.00



# PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614

Fax (714) 558-5880

PURCHASE ORDER NO.

**246420**

Page 4 Of 5

**SUPPLIER:** OFFICE DEPOT  
3366 E WILLOW ST  
SIGNAL HILL, CA 90755

**SHIP TO:** 750 N FAIRVIEW  
Santa Ana, CA 92703

NO DELIVERIES ACCEPTED AFTER 3:30 PM OR  
ON SATURDAYS, SUNDAYS OR HOLIDAYS

**BILL TO:** 1601 E CHESTNUT AVE  
Santa Ana, CA 92701

**Vendor #:** 101261

38		QUIRE	SAUSD Part No: W028300 PAPER TISSUE TURQUOISE 20X30 24 SHEET PER QUIRE QUIRE Supplier Item No: PACON 58200		\$0.00
39		QUIRE	SAUSD Part No: W028350 PAPER TISSUE BROWN 20X30 24 SHEETS PER QUIRE QUIRE Supplier Item No: PACON 58230		\$0.00
40		QUIRE	SAUSD Part No: W028375 PAPER TISSUE MAGENTA 20X30 24 SHEETS PER QUIRE QUIRE Supplier Item No: PACON 59060		\$0.00
41		QUIRE	SAUSD Part No: W028425 PAPER TISSUE APPLE GREEN 20X30 BEMIS JASON 5811, 24 PER QUIRE QUIRE Supplier Item No: PACON 58110		\$0.00
42		QUIRE	SAUSD Part No: W028500 PAPER TISSUE PINK 20X30 24 SHEETS PER QUIRE QUIRE Supplier Item No: PACON 58040		\$0.00
43		QUIRE	SAUSD Part No: W028550 PAPER TISSUE RED 20X30 24 SHEETS PER QUIRE QUIRE Supplier Item No: PACON 58030		\$0.00
44		QUIRE	SAUSD Part No: W028600 PAPER TISSUE LITE BLUE 20X30 24 SHEET PER QUIRE QUIRE Supplier Item No: PACON 58020		\$0.00
45		QUIRE	SAUSD Part No: W028610 PAPER TISSUE DARK BLUE 20X30 24 SHEET PER QUIRE QUIRE Supplier Item No: PACON 58400		\$0.00
46		QUIRE	SAUSD Part No: W028625 PAPER TISSUE LAVENDER 20X30 24 SHEET PER QUIRE QUIRE Supplier Item No: PACON 58290		\$0.00
47		QUIRE	SAUSD Part No: W028750 PAPER TISSUE YELLOW 20X30 24 SHEET PER QUIRE QUIRE Supplier Item No: PACON 58370		\$0.00
48		ROLL	SAUSD Part No: W029050 PAPER WRAPPING BROWN 36" WIDE 1' MIL, 50 LB ROLL ROLL Supplier Item No: PACON 5836  <b>6/10/09 BID #25-09 SCHOOL PAPER SUPPLY BID FOR WAREHOUSE STOCK</b>  <b>BOARD APPROVED 6/09/09</b>  <b>TERMS OF CONTRACT ARE FROM</b>		\$0.00



# PURCHASE ORDER

SANTA ANA UNIFIED SCHOOL DISTRICT

1601 E. Chestnut Avenue, Santa Ana, CA 92701-6322

Phone (714) 558-5614

Fax (714) 558-5880

PURCHASE ORDER NO.

**246420**

Page 5 Of 5

**SHIP TO:** 750 N FAIRVIEW  
Santa Ana, CA 92703

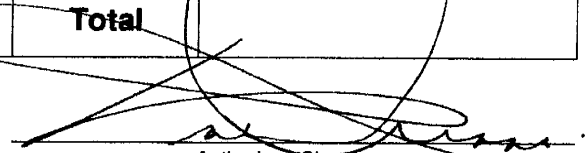
**SUPPLIER:** OFFICE DEPOT  
3366 E WILLOW ST  
SIGNAL HILL, CA 90755

NO DELIVERIES ACCEPTED AFTER 3:30 PM OR  
ON SATURDAYS, SUNDAYS OR HOLIDAYS

**BILL TO:** 1601 E CHESTNUT AVE  
Santa Ana, CA 92701

**Vendor #:** 101261

			<b>MAY 01, 2009 THROUGH APRIL 30, 2010</b>			
SCHOOL/DEPARTMENT: -Not Specified						
<b>Account Number</b>		<b>Encumbrance</b>		<b>Sub-Total</b>		
				<b>Tax</b>	\$0.00	
				<b>Total</b>		

  
Authorized Signature

LINE	ITEM #	SUPPLIER ITEM #	DESCRIPTION	UOM	PRICE	QUANTITY
3	W01 0750	COLUMBIAN C0645	ENVELOPES MANILA 6 X 9 500 PER PACK	BOX	\$7.73	
7	W01 1050	OD 633888	ENVELOPES WHITE LGL PL 4X9.5" UNSTAMPED	BOX	\$6.25	
17	W02 0500	TRU RAY 03063	PAPER ASSRTD CONSTRUCTION 12X18 ASSorted	PKG.	\$1.873	
18	W02 0650	TRU RAY 03034	PAPER ORANGE CONSTRUCTION 12X18 50 PER	PKG.	\$1.873	
19	W02 0750	TRU RAY 03036	PAPER YELLOW CONSTRUCTION 12X18 50 SH	PKG.	\$1.873	
20	W02 0800	TRU RAY 03425	PAPER LIME CONSTRUCTION 12X18 50 PER	PKG.	\$1.873	
21	W02 0850	TRU RAY 03038	PAPER GREEN CONSTRUCTION 12X18 50 PE	PKG.	\$1.873	
22	W02 0860	TRU RAY 03032	PAPER MAGNTA CONSTRUCTION 12X18 PAC	PKG.	\$1.873	
23	W02 0900	TRU RAY 03041	PAPER VOILET CONSTRUCTION 12X18 50 PR	PKG.	\$1.873	
24	W02 0950	TRU RAY 03054	PAPER BLUE CONSTRUCTION 12X18 50 PER	PKG.	\$1.873	
25	W02 0960	TRU RAY 03039	PAPER TURQSE CONSTRUCTION 12X18 50 SH	PKG.	\$1.873	
26	W02 1050	TRU RAY 03050	PAPER LILAC CONSTRUCTION 12X18 50 PER	PKG.	\$1.873	
27	W02 1200	TRU RAY 03048	PAPER SKBLUE CONSTRUCTION 12X18 50 PE	PKG.	\$1.873	
28	W02 1240	TRU RAY 03045	PAPER SH/PNK CONSTRUCTION 12X18 50 SH	PKG.	\$1.873	
29	W02 1250	TRU RAY 03044	PAPER PINK CONSTRUCTION 12X18 50 PR P	PKG.	\$1.873	
30	W02 1300	TRU RAY 03053	PAPER DK/GRN CONSTRUCTION 12X18 50 SH	PKG.	\$1.873	
31	W02 1350	TRU RAY 03057	PAPER BROWN CONSTRUCTION 12X18 50 SH	PKG.	\$1.873	
32	W02 1400	TRU RAY 03042	PAPER SALMON CONSTRUCTION 12X18 50 PE	PKG.	\$1.873	
33	W02 1450	TRU RAY 03056	PAPER D/BRWN CONSTRUCTION 12X18 50 PE	PKG.	\$1.873	
34	W02 1500	TRU RAY 03058	PAPER, WHITE, CONSTRUCTION 12X18 50 SH	PKG.	\$1.873	
35	W02 1550	TRU RAY 03060	PAPER GREY CONSTRUCTION 12X18 50 PER	PKG.	\$1.873	
36	W02 1650	TRU RAY 03061	PAPER BLACK CONSTRUCTION 12X18 50 SH	PKG.	\$1.873	
37	W02 1750	TRU RAY 03432	PAPER FV/RED CONSTRUCTION 12X18 50 SH	PKG.	\$1.873	
49	W02 4300	PACON 47012	PAPER DRAWING WHITE 60# 12X18 500 SHE	REAM	\$9.78	
54	W02 5650	FORAY 838332	PAPER MOUNTING BLUE 22X28 SHEET	CASE	\$0.25	
56	W02 5725	FORAY 838206	PAPER MOUNTING ORANGE 22X28 SHEET	SHEET	\$0.252	
57	W02 5800	FORAY 838220	PAPER MOUNTING RED 22X28 SHEET	SHEET	\$0.252	
59	W02 5900	FORAY 838157	PAPER MOUNTING LM/YELLOW 22X28 SHEE	SHEET	\$0.252	

PO: 246420  
Release # \_\_\_\_\_

BID NO. 25-09  
OFFICE DEPOT


DATE: \_\_\_\_\_

62	W026235	PACON X2682AC-11980	PAPER WHT 9X12 MNUSCRPT K-2 1" HEADI	SHEET	\$3.08	
64	W026245	PACON X2683AD-11980	PAPER WHT 9X12 CURSIVE 3&4 SAME AS 2	REAM	\$3.11	
67	W026295	PACON X2683AA-11980	PAPER WHT 9X12 TRSNLCSV 2&3 SAME AS	REAM	\$3.08	
68	W026300	PACON 3411	PAPER NEWS 18X24 PLAIN 10REAMS PER	BOX	\$9.364	
70	W026675	OD 268671	PAD YELLOW LETTER RULED 50 SHEETS	PAD	\$0.428	
75	W028050	PACON X4700AA-11980	PAPER NEWS 24X36 CHART 1" RLD RULED 2	PKG.	\$10.326	
76	W028055	PACON X4701AA-11980	PAPER, CHART 24X36 CURSIVE RULED ON	PKG.	\$10.326	
77	W028100	PACON 103955	PAPER TAGBOARD 22.5X28.5 MANIL 125#	SHEET	\$0.17	
80	W028250	PACON 58140	PAPER TISSUE BLACK 20X30 24 SHEETS	QUIRE	\$1.05	
81	W028300	PACON 58200	PAPER TISSUE TURQUOISE 20X30 24 SHEET	QUIRE	\$1.05	
82	W028350	PACON 58230	PAPER TISSUE BROWN 20X30 24 SHEETS	QUIRE	\$1.05	
83	W028375	PACON 59060	PAPER TISSUE MAGENTA 20X30 SHEET PE	QUIRE	\$1.05	
85	W028425	PACON 58110	PAPER TISSUE APPLE GREEN 20X30 BEMIS J	QUIRE	\$1.05	
86	W028500	PACON 58040	PAPER TISSUE PINK 20X30 24 SHEETS P	QUIRE	\$1.05	
87	W028550	PACON 58030	PAPER TISSUE RED 20X30 24 SHEETS P	QUIRE	\$1.05	
88	W028600	PACON 58030	PAPER TISSUE LITE BLUE 20X30 24 SHEET	QUIRE	\$1.05	
89	W028610	PACON 58400	PAPER TISSUE DARK BLUE 20X30 24 SHEET	QUIRE	\$1.05	
90	W028625	PACON 58290	PAPER TISSUE LAVENDER 20X30 24 SHEET	QUIRE	\$1.05	
92	W028750	PACON 58370	PAPER TISSUE YELLOW 20X30 24 SHEET	QUIRE	\$1.05	
93	W029050	PACON 5836	PAPER WRAPPING BROWN 36" WIDE 1' MIL,	ROLL	\$27.394	

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 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 BID NO. 0708-08 – VENDING AND  
BEVERAGE SERVICE DISTRICTWIDE – COCA COLA BOTTLING  
COMPANY OF SOUTHERN CALIFORNIA**

---

**BACKGROUND INFORMATION**

At the November 5, 2007, Board meeting, the Board of Trustees awarded Bid No. 0708-08 Vending and Beverage Service Districtwide to Coca Cola Bottling Company of Southern California for non-carbonated beverage and food service case lots. The bid called for the agreement to commence November 5, 2007 through November 4, 2008, with four (4) one year renewal periods, at the option of the Board of Trustees, for an option period not to exceed 48 months. The original contract document, plus first renewal are shown in Exhibit A. Complete contract documents are on file in the Purchasing Department.

**CURRENT CONSIDERATIONS**

This agenda item seeks the approval to extend Bid No. 0708-08 Vending and Beverage Service Districtwide with Coca Cola Bottling Company of Southern California for non-carbonated beverage and food service case lots at the prices shown in Exhibit B. The renewal pricing reflects a 5% increase for product purchased by Food and Nutrition Services for case lots.

Upon Board approval of extension, Exhibit C shows the Extension Agreement between Capistrano Unified School District and Coca Cola Bottling Company of Southern California for the period September 1, 2009 through August 31, 2010.

**FINANCIAL IMPLICATIONS**

The District receives commissions for this contract on a quarterly basis. Commissions collected for 2008/09 school year totaled \$41,026.82 and were distributed to the various sites utilizing this contract. Food and Nutrition Services utilizes this contract with an annual spend of \$61,768.

**STAFF RECOMMENDATION**

It is respectfully requested that the Board of Trustees approve the extension of Bid No. 0708-08 for Vending and Beverage Service Districtwide with Coca Cola Bottling Company of Southern California, for the term of September 1, 2009 through August 31, 2010 at the prices shown in Exhibit B.



## VENDING AND BEVERAGE SERVICES DISTRICTWIDE

### BID FORM AND AGREEMENT

Bid No. 0708-08

This is a line item bid. Each bid will stand alone and may be awarded to separate vendors.

#### COMMISSION RATES OFFERED:

BID A	NON-CARBONATED BEVERAGE	% COMMISSION
<b>N/A</b>	ELEMENTARY SCHOOLS	<b>N/A</b>
20oz Dasani <b>30%</b>	INTERMEDIATE SCHOOLS	20oz Dasani <b>30%</b>
20oz Dasani & Powerade Option	HIGH SCHOOLS	20oz packages <b>30%</b> 12oz Powerade <b>25%</b>

BID B	SB19 CONFORMING SNACKS	% COMMISSION
	ELEMENTARY SCHOOLS	
	INTERMEDIATE SCHOOLS	
	HIGH SCHOOLS	

BID C	MILK AND MILK PRODUCTS	% COMMISSION
	ELEMENTARY SCHOOLS	
	INTERMEDIATE SCHOOLS	
	HIGH SCHOOLS	

BID D	FOOD SERVICE CASE LOTS, ETC.	SEE ATTACHED SPREADSHEET
-------	---------------------------------	-----------------------------

Please state commission rate offered and show how monthly payments are calculated. Attach list of products for each Bid Segment.

State the annual payment vendor will advance for the rights and benefits previously listed.  
**\$ \$24,000.00/year**---\$12,000 at beginning of each year and \$12,000 at end of each year.

**VENDING AND BEVERAGE SERVICES DISTRICTWIDE**  
 Bid No. 0708-08

**BID FORM**

<b>PRODUCT DESCRIPTION</b>	<b>CASE QTY.</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
<b>V8 &amp; V8 Fusion 12 oz---NEW!!</b>	<b>12 units</b>	Case	<b>\$ 12.12</b>
Non Carbonated, Fountain		BIB	
Sports Drinks, 20 oz. Plastic Bottle	<b>24 units</b>	Case	<b>\$ 17.00</b>
Sports Drinks, <b>12 oz</b> Plastic Bottle	<b>24 units</b>	Case	<b>\$ 11.00</b>
Juice Drinks, Plastic Bottle <b>10 oz</b>	<b>24 units</b>	Case	<b>\$ 13.00</b>
Juice Drinks, Can	<b>24 units</b>	Case	<b>\$ 8.00</b>
<b>20 oz</b> Iced Teas, Plastic bottle	<b>24 units</b>	Case	<b>\$ 17.00</b>
Iced Teas, Cans	<b>24 units</b>	Case	<b>\$ 8.00</b>
Water, 1 liter, Plastic Bottle	<b>12 units</b>	Case	<b>\$ 13.00</b>
Water, 1.5 Liter, Plastic Bottle	<b>12 units</b>	Case	<b>\$ 15.00</b>
Water, 16.9 oz., Plastic Bottle	<b>24 units</b>	Case	<b>\$ 9.25</b>
Water, Plastic Bottle <b>20 oz</b>	<b>24 units</b>	Case	<b>\$ 12.00</b>
<b>Dasani Plus--New!! 20oz--For HS ONLY!</b>	<b>24 units</b>	Case	<b>\$ 10.00</b>
<b>Water, 12 oz plastic</b>	<b>24 units</b>	Case	<b>\$ 8.00</b>
Cups, 22 oz.			
Cups, 32 oz.			
Cups, 44 oz.			

VENDING AND BEVERAGE SERVICES DISTRICTWIDE  
BID NO. 0708-08

DISTRICT  
APPROVED:

Bid Awarded to: Coca-Cola Bottling of So. California  
(Contractor Name)

for: Segments A & D  
(Segment A, B, C, D)

Per pricing as specified on Bid Form.

Signature Terry Fluent

Terry Fluent  
Director, Purchasing  
Capistrano Unified School District



## BEVERAGE PROVIDER AGREEMENT

This agreement (the "**Agreement**") is made by and between BCI Coca-Cola Bottling Company of Los Angeles d/b/a Coca-Cola Bottling Company of Southern California, a Delaware corporation ("**Beverage Provider**"), and the Capistrano Unified School District having its principal place of business at 33122 Valle Road, San Juan Capistrano, California ("**District**").

### WITNESSETH:

WHEREAS, Beverage Provider is dedicated to being responsive to local school needs and to improving the communities in which it does business, including by supporting youth development and education, and District has requested a variety of beverages for the use of students, faculty and staff;

WHEREAS the Beverage Provider has adopted the Alliance for a Healthier Generation School Beverage Guidelines which were announced on May 3, 2006 by former President Clinton and Governor Huckabee of Arkansas, co-chairs of the Alliance for a Healthier Generation. Working together with the District to implement these guidelines, this school wellness effort supports teaching kids to consume a balanced diet and be physically active;

WHEREAS, District is vested with the appropriate authority and wishes to grant to Beverage Provider the exclusive beverage availability rights described herein with respect to all middle and high schools in the Capistrano Unified School District ("**Schools**") and with respect to all other facilities owned or operated by the District.

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

1. Definitions.

(a) "Agreement Year" means each twelve-month period beginning with the first day of the Term.

(b) "Approved Cups" means disposable cups approved by Beverage Provider from time to time as its standard trademark cups and/or vessels and/or other (disposable and nondisposable) containers approved by Beverage Provider from time to time, all of which shall prominently bear the trademark(s) of Coca-Cola® and/or other Products (as herein defined) on all of the cup surface.

(c) "Beverage" or "Beverages" shall mean all nonalcoholic beverages of any kind, but shall not include fresh-brewed unbranded coffee and tea products, water drawn from the public water supply or unbranded juice squeezed fresh on the Campus.

(d) "Campus" means the entire premises of each and every School and facility (excluding elementary Schools) owned or operated by District either now or in the future, including without limitation, all middle, high, post secondary and alternative schools, athletic facilities, offices, maintenance facilities, and including for each such location, the grounds, parking lots, all buildings which are a part of the location, all cafeterias, faculty and staff lounges, dining facilities, branded and unbranded food service outlets, concession stands, press rooms, sky boxes, stadium suites, vending locations, and players' benches, sidelines and locker rooms. The defined terms "Schools" and "Stadium" are included within the collective term "Campus."

(e) "Competitive Products" means any and all Beverages other than Products (as defined herein).

(f) "Products" shall mean Beverage products purchased directly from Beverage Provider or sold through vending machines owned and stocked by Beverage Provider.

(g) "Stadium" shall mean all stadiums and other athletic facilities at Schools that are owned or operated by District within the Campus including, but not limited to, the grounds, parking lots, all buildings which are part of the Stadium, all concession stands, dining facilities, branded and unbranded food service outlets, press rooms, sky boxes, stadium suites, vending and players' benches, sidelines and locker rooms.

(h) "Team" or "Team(s)" means all interscholastic athletic teams associated with District.

2. Term. Beverage Provider shall have the rights provided herein for a term of five (5) years, beginning as of November 7, 2007 ("Term"), unless mutually extended by written Agreement of the parties or unless sooner terminated as provided herein. Effective at the end of each full Agreement Year, either party shall have the right to terminate this Agreement, with or without cause, by giving the other party sixty (60) days advance written notice.

3. Consideration.

In order to advance the educational mission of the District, to benefit the District, its students and educators, to support school wellness efforts and in exchange for the rights granted to Beverage Provider hereunder, Beverage Provider agrees to provide the following funding, programs and other support described below. The parties intend that the use of funding will be focused on some or all of the following:

- Academic enrichment and scholarships
- Improvement of technology at the Schools
- Additional or improved educational materials
- School and Campus improvements
- Student extra-curricular activities
- Educator and Student reward and recognition programs
- Physical fitness and nutrition education programs
- Teaching kids to consume a balanced diet and be physically active

(a) Sponsorship Fees. In consideration of the rights and benefits granted to Beverage Provider hereunder and provided a minimum of seventeen thousand two hundred and thirty-seven (17,237) standard physical cases (each a "Case") of Products are purchased and paid for by the District directly from the Beverage Provider and/or sold through Beverage Provider's full-service vending machines on Campus in any Agreement Year (the "Annual Volume Commitment"), Beverage Provider agrees to pay District the amount of Twenty-four Thousand Dollars (\$24,000) each Agreement Year (the "Sponsorship Fees"). Subject to the adjustment described below, Beverage Provider shall pay the District Sponsorship Fees in two (2) equal semi-annual installments of Twelve Thousand Dollars (\$12,000) each Agreement Year. Within thirty (30) days after the beginning of each Agreement Year (or within 30 days after the date this Agreement is signed by both parties with respect to Agreement Year one), Beverage Provider will advance District the first installment of the Sponsorship Fees for such Agreement Year. The first installment of Sponsorship Fees shall be deemed earned evenly over the Agreement Year in which it is paid. At the end of each Agreement Year, Beverage Provider will perform a reconciliation using Beverage

Provider's actual Case sales records. If the Annual Volume Commitment has been reached, Beverage Provider shall pay District the full amount of the second installment of the Sponsorship Fees. If the Annual Volume Commitment has not been reached by the end of any Agreement Year, then Beverage Provider shall not pay District the full amount of the second installment of the Sponsorship Fees and instead, District will be paid a rebate of one dollar and forty cents (\$1.40) for each Case, back to Case one, of Product either purchased and paid for by the District directly from Beverage Provider for sale on the Campus or sold through Beverage Provider's full-service vending machines on the Campus during such Agreement Year (the "Rebates"). If the Annual Volume Commitment has been exceeded by the end of any Agreement Year, then in addition to the full amount of the Sponsorship Fees, District shall also earn Rebates at the rate set forth above on all Cases that exceed the Annual Volume Commitment.

(b) Commissions. Beverage Provider shall pay the District commissions on full-service Beverage vending sales based on the following rates and initial vend prices:

Package	Commission	Initial Vend Price
20 oz. bottles – Dasani Regular	30%	\$1.25
12 oz. bottles – PowerAde	25%	\$1.00
20 oz. bottles – PowerAde Zero	30%	\$1.25
12 oz. bottles – glacéau vitaminwater	20%	\$1.00
12 oz. bottles – Fuze	20%	\$1.00
12 oz. bottles – V8	20%	\$1.25

Commissions are paid based upon cash collected, after deducting taxes, recycling fees, other government-mandated fees, and communication charges, credit and debit card fees, if any. The above vend prices are effective through Agreement Year 2. At the commencement of Agreement Year 3, all vend prices shall increase by twenty-five cents (\$0.25) and shall remain at that price through the remainder of the Term.

Commissions shall not be payable on any sales from vending machines not filled or serviced by Beverage Provider. Beverage Provider may further adjust the vend prices and/or commission rates on an annual basis as necessary to reflect changes in its costs, including cost of goods. Commissions will be paid on or about the 20th of each month following the month in which they are earned, with an accounting of all sales and monies in a form satisfactory to the District, and shall become immediate property of District.

(c) Other Consideration: Beverage Provider shall provide the following to the District each Agreement Year:

(i) Beverage Provider shall make available to District a maximum of fifty (50) Cases of complimentary 12 oz. canned carbonated Products or 12 oz. Dasani water (or combination of both, as determined by Beverage Provider) for each high School. Such complimentary Products will be provided to District upon reasonable advance request. If District does not request all available complimentary Products by the end of each Agreement Year, then any complimentary Products remaining at the end of any Agreement Year shall be retained by Beverage Provider with no further obligation.

(ii) Beverage Provider shall establish a fund in the maximum amount of One Thousand Five Hundred Dollars (\$1,500) for District each Agreement Year (the "Marketing Support Fund"). The Marketing Support Fund shall be held and administered by Beverage Provider and will be used to provide merchandise and/or support various marketing activities and special events held at the Schools (e.g., Powerade kits, menu boards, sampling). Any

amounts in the Marketing Support Fund remaining unused at the end of any Agreement Year shall be retained by Beverage Provider with no further obligation.

4. Grant of Beverage Availability and Beverage Merchandising Rights. District hereby grants to Beverage Provider the following exclusive Beverage availability and merchandising rights, subject to the Permitted Exceptions set forth in Section 7:

(a) Beverage Availability on Campus. Beverage Provider shall have the exclusive right to make Beverages available for sale and distribution on Campus. District agrees that Products shall be the exclusive Beverages sold, dispensed, served or sampled at all locations and at all functions on the Campus. District agrees that District and all other persons serving Beverages on Campus, including without limitation concessionaires, food service vendors, teams, and booster clubs, shall purchase all (100%) of their requirements for Products from Beverage Provider. In particular, District shall cause each School administration to do the following:

(i) Offer a selection of Beverage Provider's Products to comply with the following standard Beverage guidelines (the "Guidelines") at the Schools indicated below:

**Middle Schools**

- Bottled water
- Up to 10 ounce servings of milk and 100% juice<sup>1</sup>
  - Low fat and non fat regular and flavored milk (includes nutritionally equivalent milk alternatives (per USDA), such as soy milk) with up to 150 calories per 8-ounce serving
  - 100% juice with no added sweeteners and up to 120 calories per 8-ounce serving
- Notwithstanding the foregoing, however, if middle School and high School students have common access to areas where Beverages are sold on a common Campus or in common buildings, then District has the option to adopt the high School standard below

**High Schools**

- Bottled water
- No or low calorie Beverages with up to 10 calories per 8-ounce serving
- Up to 12 ounce servings of milk, 100% juice, light juice and sports drinks
  - Low fat and non fat regular and flavored milk with up to 150 calories per 8-ounce serving
  - 100% juice with no added sweeteners and up to 120 calories per 8-ounce serving
  - Light juices and sports drinks with no more than 66 calories per 8-ounce serving
- At least 50% of Beverages on Campus must be water and no or low calorie options

Products offered at the Schools in compliance with the Guidelines shown above shall be available during the regular and extended School day and at all locations in the Schools, except where not permitted by federal or state regulations. The extended School day includes, but is not limited to, activities such as clubs, athletic practices, yearbook, band and choir practice, student government, drama, and childcare/latchkey programs. District represents and warrants that current federal and state regulations permit the sale of Beverages in Schools at least in accordance with the above Guidelines;

<sup>1</sup> For purposes of this Agreement, 100% juice is defined as 100% juice that contains at least 10% of the recommended daily value for three or more vitamins and minerals.

(ii) Obtain Beverage vending services from Beverage Provider, which shall have the exclusive right to provide Beverage vending on Campus;

(iii) Offer juice Products, juice-containing Products and other Products in cafeteria lines of all Schools if such Products meet state, and federal nutrition and procurement regulations and the above Guidelines;

(iv) Permit Beverage Provider to place a minimum of seventy-eight (78) Beverage vending machines in mutually agreed upon locations as required to meet Beverage availability needs on Campus;

(v) Permit Beverage Provider to place vending machines in all athletic facilities operated by the District, including the Stadium; and

(vi) Cause Products to be hawked in stands in Approved Cups or plastic bottles (currently twenty-ounce) at all sporting events and during all events when any items of any make or description are hawked on the Campus.

(b) Beverage Merchandising Rights. Beverage Provider shall have the exclusive right to merchandise Beverages on Campus including the following specific rights:

(i) Trademarks for Products shall be prominently listed on the menu boards of all food refreshment outlets on Campus;

(ii) District shall ensure that all post-mix Beverages served or pre-mix Beverages served, sold or dispensed at concessions and for Team use (including Beverages sold, served or made available in locker rooms, sidelines and players' benches) shall be served in Approved Cups.

5. Signage for Products.

Beverage Provider shall be entitled to signage locations as selected by Beverage Provider at the Schools and athletic facilities, including but not limited to advertising panels located on scoreboards. Such signage shall meet Beverage Provider's reasonable specifications as to design, construction, and general appearance. The location, size and appearance of any sign are subject to District approval, not to be unreasonably withheld. Without the express written consent of Beverage Provider, Beverage Provider's signage on the Campus shall not be altered, obscured in any way or draped at any time or for any reason by any person or entity, including any broadcaster. District shall maintain all scoreboards, signs and other promotional materials for Products in good order and repair. All lighted signs and panels promoting Products (including lighted concession advertising) shall be fully illuminated at all events on the Campus for which any signs are illuminated. Beverage Provider shall have the right of access to its permanent signage at all reasonable times for the purpose of replacement or removal of the same or to modify, change or alter the promotional messages appearing thereon at Beverage Provider's cost and discretion, subject to District approval of content, not to be unreasonably withheld.

6. Competitive Products. Subject to the Permitted Exceptions in Section 7, during the entire Term and any renewal or extension thereof:

(a) No Competitive Products may be sold, dispensed or served anywhere on the Campus.

(b) No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere on the Campus, including locker rooms, sidelines and players benches.

(c) No agreement or relationship will be entered into or maintained by District pursuant to which Competitive Products are associated in any manner with the Campus, Schools, Stadium, Teams and/or events at the Stadium in any advertising, promotional activity or other endeavor which creates or tends to create the impression of a relationship or connection between Competitive Products and Campus, Schools, Stadium, Teams and/or events at the Stadium.

7. Permitted Exceptions.

(a) District shall have the right to make available for sale on the Campus a Competitive Product in a Beverage category for which Beverage Provider does not distribute a similar or comparable Product. District agrees, however, that if and when Beverage Provider makes a comparable Product available, District will cease to sell such Competitive Products and will instead begin selling the comparable Product. District agrees that this provision shall not be read to allow advertising or promotional rights with respect to such Competitive Products except that trademarks for such Competitive Products may be displayed on menu boards and on dispensing equipment.

(b) If District can procure any milk or water product from a source other than Beverage Provider at a lower price than Beverage Provider's prices for such Beverages, then District may purchase such lower-priced milk or water product from another source for sale through the Schools' cafeteria lines, unless Beverage Provider can provide comparable Products which are priced same or lower.

8. Pricing. During Agreement Year one, Beverage Provider shall provide Products to District and/or its concessionaires at the prices set forth in **Exhibit A**. During the remainder of the Term, such prices will be subject to an annual increase of no more than five percent (5%) over the previous Agreement Year's price, except that pricing may be subject to additional adjustments greater than 5% in the event of a substantial increase in a major component of Beverage Provider's cost of goods, manufacture or delivery. Beverage Provider shall notify District in writing thirty (30) days prior to any price increases. Beverage Provider may offer tiered pricing that requires District to order certain quantities or to comply with Beverage Provider's minimum order quantities to get the best pricing or may charge a delivery fee if such minimums are not met.

9. Equipment and Service

(a) During the Term, Beverage Provider will loan to District all Beverage dispensing equipment ("**Equipment**") which is reasonably required in Beverage Provider's discretion to dispense Products at the Campus. District represents and warrants that electrical service on the Campus is proper and adequate for the installation of Equipment, and District agrees to indemnify and hold harmless Beverage Provider from any damages arising out of defective electrical services.

(b) District agrees (i) it will execute documents evidencing Beverage Provider's ownership of the Equipment, (ii) upon request of Beverage Provider, District will execute Beverage Provider's Equipment Placement Agreement ("**BPEPA**"), however, if any of the terms of the BPEPA are in conflict with the terms of this Agreement, this Agreement will control, (iii) the Equipment may not be removed from the Campus without Beverage Provider's written consent, (iv) District will not encumber the Equipment in any manner or permit any attachment thereto except as authorized by Beverage Provider for the Equipment, and (v) District will be responsible to Beverage Provider for any loss or damage to the Equipment, reasonable wear and tear excepted.

(c) Beverage Provider will provide District with reasonable, free service to its Equipment. All equipment service will be provided during normal business hours. Beverage Provider shall not be obligated to provide service hereunder during periods in which it is prevented from doing so due to strikes, civil disturbances, unavailability of parts or other causes beyond the control of Beverage Provider. Beverage Provider shall not be liable for damages of any kind arising out of delays in rendering service.

10. Remedies for Loss of Rights.

(a) In addition to any other legal or equitable remedy, District will have the right to terminate this Agreement upon forty-five (45) days prior written notice to Beverage Provider at any time if:

(i) Beverage Provider fails to make any payment due under this Agreement, and if such default continues uncured for the forty-five day period referenced in Section 10(a); or

(ii) Beverage Provider breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in Section 10(a).

(b) In addition to any other legal or equitable remedy, Beverage Provider will have the right to terminate this Agreement upon forty-five (45) days prior written notice to District at any time if:

(i) District breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in Section 10(b); or

(ii) District's right to convey the promotional and Beverage availability rights contained in this Agreement expire or are revoked; or

(iii) Any material component of the Campus is closed for a period of one hundred twenty (120) days or more.

(c) Upon termination of this Agreement for any reason, except as set forth in Section 10(a), District will refund any unearned portion of the Sponsorship Fees, if any, pro rated based on the sales to the date of termination or, if earlier, the date of any default hereunder by District and District will refund a pro rata portion of the cost of refurbishing and installing the Equipment.

(d) If any material component of the Campus is closed for more than thirty (30) consecutive days, but less than one hundred twenty (120) consecutive days, Beverage Provider may extend the Term for a corresponding period, whether or not such closure is due to a cause beyond the reasonable control of District.

(e) If (i) any of the rights granted to Beverage Provider herein are materially restricted or limited during the Term or (ii) if there is a closing of any material component of the Campus (whether or not any event is due to a cause beyond the reasonable control of District including a strike or other work stoppage), (iii) a Team fails to play all of its scheduled home games on the Campus for a period of more than thirty (30) consecutive days during its scheduled season, (iv) the Schools' enrollment declines below 50,791 or the standard school year is shortened for any reason; or (v) government or other regulation limits or prohibits the availability of Beverages as outlined in Section 4, including but not limited to, any restrictions imposed by the California Education Code, as amended from time to time (in addition to any limits on availability in effect as of the date of execution), which will place additional restrictions on the sale of Beverages during certain hours and places on Campus (in addition to any limits on availability in

effect as of the date of execution), then in addition to any other remedies available to Beverage Provider, Beverage Provider may elect, at its option, to adjust the Sponsorship Fees or Rebates to be paid to District for the then remaining portion of the Term (and District will pay to Beverage Provider a pro rata refund of any prepaid amounts and a pro rata refund of the costs of refurbishing and installing the Equipment), or to extend the Term of this Agreement, to reflect the diminution of the value of rights granted hereunder to Beverage Provider. In the event Beverage Provider elects to exercise its right to such adjustment and refund, District may, at its option, within ten (10) days following receipt of notice of any adjustment, notify Beverage Provider of its disagreement with the amount of the adjustment. The parties will then attempt in good faith to resolve the disagreement over such adjustment. If the parties cannot, after good faith negotiations, resolve the matter, Beverage Provider may exercise the right of termination described in Section 10(b) above.

(f) Beverage Provider shall have the right to withhold and not pay further any amounts which may become payable to District pursuant to this Agreement if: (i) District has failed to perform its obligations hereunder, (ii) Beverage Provider's rights hereunder have been lost, limited or restricted, or (iii) there exists a bona fide dispute between the parties.

11. Notices. Any notices or other communication hereunder shall be in writing, shall be sent via registered or certified mail, and shall be deemed given when received.

If to Beverage Provider:

Coca-Cola Bottling Company of Southern California  
1348 47<sup>th</sup> Street  
San Diego, California 92102  
Attention: Business Unit Vice President and General Manager

with a copy to:

Coca-Cola Enterprises Inc.  
2500 Windy Ridge Parkway  
Atlanta, Georgia 30339  
Attention: General Counsel

If to District:

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California 92675  
Attention: Superintendent

#### TERMS AND CONDITIONS

##### Representations, Warranties and Covenants

(a) Representations, Warranties and Covenants of District. District represents, warrants and covenants to Beverage Provider as follows:

(i) District Authority. District has full power and authority to enter into this Agreement and to grant and convey to Beverage Provider the rights set forth herein.

(ii) District Binding Obligation. All necessary approvals for the execution, delivery and performance of this Agreement by District have been obtained, and this Agreement has been duly executed and delivered by District and constitutes the legal and binding obligation of District enforceable in accordance with its terms.

(iii) No Conflict With Other Agreements. District has not entered into, and during the Term of this Agreement, will not enter into (a) any other agreements (including agreements with any broadcaster or any other Beverage providers of the Campus, Schools, Stadium and/or the Teams) which would prevent it from fully complying with the provisions of this Agreement or (b) any agreement granting Beverage availability and merchandising rights that are inconsistent with the rights granted to Beverage Provider pursuant to this Agreement, including any agreements with concessionaires or third party food service operators, vending companies, boosters, parents and student groups, and/or other entities which sell, distribute or advertise Beverages and/or food (including agreements with broadcasters or other Beverage Providers of the Campus, Schools, Stadium and/or the Teams). District further covenants that it will require compliance with the relevant provisions of this Agreement by third party food service operators, vending companies, concessionaires, boosters, parent and student groups, and/or other entities which sell, distribute or advertise Beverages and/or food on the Campus, or which sponsor events on the Campus.

(b) Representations and Warranties and Covenants of Beverage Provider. Beverage Provider hereby represents, warrants and covenants as follows:

(i) Authority. Beverage Provider has full power and authority to enter into and perform this Agreement.

(ii) Binding Agreement. All necessary approvals for the execution, delivery and performance of this Agreement by Beverage Provider, have been obtained, and this Agreement has been duly executed and delivered by Beverage Provider, and constitutes the legal and binding obligation of Beverage Provider, enforceable in accordance with its terms.

(iii) No Conflict With Other Agreements. Beverage Provider has not entered into and during the Term of this Agreement, will not enter into, any other agreements which would prevent it from fully complying with the provisions of this Agreement.

(c) General. Each of the parties hereto agree that the representations, warranties and covenants contained herein shall survive the execution and delivery, and if appropriate the termination, of this Agreement.

Assignment. This Agreement or any part hereof shall not be assigned or otherwise transferred by either party without the prior written consent of the other party. Notwithstanding the foregoing, Beverage Provider shall be entitled to assign its rights and obligations under this Agreement pursuant to the sale of substantially all of its assets.

Claims. In no event will Beverage Provider accept any audits of, or claims of discrepancies or errors in, pricing, rebates, commissions, funding, discounts, or other consideration provided under this Agreement ("Claims") more than one (1) year from the date of invoice or the date of funding or consideration, as applicable. In order to present Claims within forty-five (45) days of the date of invoice, commission report, check or other applicable documentation, District shall provide Beverage Provider a detailed, written request specifying the particular price, commission, funding, product, amount in dispute and reason for dispute, along with a true copy of the original invoice, commission report, check or other applicable documentation. In order to present Claims later than forty-five (45) days from the date of invoice (but not more than one (1) year from the date of invoice), District shall provide to the Beverage Provider a request as specified above, and, in addition, submit true copies of any check remittances, and any other relevant documentation showing proof of Claim. Beverage Provider will review each Claim in good faith and provide responses to each properly-made Claim. Beverage Provider will work directly with the District to resolve any Claims or audit issues, but will not interact with third-party auditors or contractors. Any audits requested by District shall take place during normal business hours and shall be conducted at Beverage Provider's place of business.

Modifications. No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto. This Agreement may be amended only in writing signed by each of the parties hereto.

Relationship of Parties. The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect.

Retention of Rights. District shall not obtain, by this Agreement, any right, title or interest in the trademarks of The Coca-Cola Company, nor shall this Agreement give District the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of The Coca-Cola Company.

Governing Law. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California.

Applicable Law. Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

Captions. The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provisions set forth herein.

Entire Agreement. This Agreement shall constitute the complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, Agreements, promises or statements, either oral or written, by and between either party.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date last below written.

**Beverage Provider:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Sy Aijh*

*Suzi Higginbotham*

*VP-Finance*

*8/29/08*

**District:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*J Hunt*

*Terry Flunt*

*Director, Purchasing*

*9/3/08*

## **EXHIBIT A**

### **Initial Pricing**

<b><u>Package</u></b>	<b><u>Price per case</u></b>
1/2-liter Dasani	\$ 9.25
12 oz. PowerAde	\$11.00
20 oz. PowerAde Zero	\$17.00
12 oz. glacéau vitaminwater	\$19.68
20 oz. PowerAde Zero	\$17.75
12 oz. PowerAde	\$16.25
12 oz. V8	\$12.12

**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**COCA COLA BOTTLING COMPANY OF SOUTHERN CALIFORNIA**

**BID NO. 0708-08 – VENDING AND BEVERAGE SERVICE DISTRICTWIDE**

This bid called for an original 12-month contract covering the period November 5, 2007 through November 4, 2008, with an option to extend the contract yearly for an additional 48-month period as allowed by the California Education Code.

The contract with Coca Cola Bottling of Southern California pursuant to Bid No. 0708-08, shall be extended, covering the period November 5, 2008 through August 31, 2009, at the prices shown in Exhibit A to this Extension Agreement.


Except as set forth in this Extension Agreement, and Board approved on November 5, 2007, all other terms of the contract remain in full force and effect.


DISTRICT

CONTRACTOR

**Capistrano Unified School District**

**Coca Cola Bottling Company of Southern California**

By:   
Signature

By:   
Signature

Terry Fluent

M. MIRABELLA  
Print Name

Director, Purchasing

Sales Center mg  
Title

Date: 12/8/08

Date: 11/20/08

# Coca-Cola Bottling Company of Southern California

COCA-COLA ENTERPRISES COMPANY

Orange Branch Distribution

700 West Grove Avenue  
Orange, CA 92865

October 9, 2008

REVISED: October 13, 2008

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

In response to Extension Bid No. 0708-08 - Vending and Beverage Service District wide bid letter, we wish to extend our contract for an additional 12 month period. Please also find attached the comparison sheet listing the current and proposed product items.

As we have discussed, we have made the following changes

1. Sponsorship payment dollars = remove payment dollars in exchange for price as requested.
2. Error corrections = Coke to process to off set short pays (since November 2007)
3. Overpayment of full service commissions =  
Coke to start commission payment effective September 2008.  
Coke to make September payment with 2008 4th Quarter commission payment  
Coke will forego the \$8,500.00 overpayment in full service commission for the last school year.
4. Pricing = Attached pricing on the comparison sheet will remain in effect until August 31, 2009
5. 12oz VitaminWater = Pricing of \$19.68/case will remain as is since November 2007.  
Coke will provide update once error corrections are complete.
6. Full Service commission payments = Change from monthly to quarterly payments
7. Bid dates = Coke recommends to change bid dates from November to August (ties in with the commencement of the school year)
8. Promotions = Coke to provide promotional fundraising offers during promotional periods (i.e. truckload sales)
9. Price Increase = Capo USD will not incur the 10% cost of good increase that we have passed on to our existing customers

We appreciate your business and look forward in continuing are business partnership with Capistrano Unified School District.

Sincerely,



Charles Simpson  
On Premise Sales Manager

10/13/08



# Comparison Sheet

REVISED: October 13, 2008

VENDING	NON CARBONATED BEVERAGE	CURRENT COMMISSION	PROPOSED COMMISSION
N/A	Elementary Schools	N/A	N/A
20oz Dasani 30%	Intermediate Schools	20oz Dasani 30%	20oz Dasani 30%
20oz Dasani & Powerade Zero	High Schools	20oz Packages 30% 12oz Powerade 25%	20oz Packages 30% 12oz Powerade 25%
12oz FUZE & VitaminWater		N/A	15%
* \$1.00 20oz Dasani Water --- All other packages @ \$1.25 (12oz FUZE, 12oz & 20oz VitaminWater & 20oz Powerade Zero)			

PRODUCT DESCRIPTION	CASE QTY	UNIT	UNIT PRICE	CURRENT PRICE	PROPOSED PRICE
12oz V8 & V8 Fusion	12 units	case	\$ 12.12	\$ 12.12	\$ 12.12
Non-Carbonated Fountain	n/a	n/a	n/a	n/a	n/a
Sports Drinks, 20oz Plastic Bottle	24 units	case	\$ 17.00	\$ 17.00	\$ 17.00
Sports Drinks, 12oz Plastic Bottle	24 units	case	\$ 11.00	n/a	n/a
Sports Drinks, 12oz Plastic Bottle	30 units	case	\$ 13.80	\$ 13.80	\$ 13.80
Juice Drinks, 10oz Plastic Bottle	24 units	case	\$ 13.00	\$ 13.00	\$ 13.00
Juice Drinks, Can	n/a	n/a	n/a	n/a	n/a
VitaminWater, Plastic Bottle 12oz	24 units	case	\$ 19.68	\$ 19.68	\$ 17.25
Iced Teas, Plastic Bottle 20oz	24 units	case	\$ 17.00	\$ 17.00	\$ 17.00
Sparkling, Plastic Bottle 20oz	24 units	case	\$ 17.00	\$ 17.00	\$ 17.00
Iced Teas, Cans	24 units	case	\$ 8.00	\$ 8.00	\$ 8.00
FUZE, Plastic Bottle 12oz	24 units	case	n/a	n/a	\$ 14.50
Water 1 Liter Plastic Bottle	12 units	case	\$ 13.00	\$ 13.00	\$ 13.00
Water 1.5 Liter Plastic Bottle	12 units	case	\$ 15.00	\$ 15.00	\$ 15.00
Water 16.9oz Plastic Bottle	24 units	case	\$ 9.25	\$ 9.25	\$ 8.75
Water 20oz Plastic Bottle	24 units	case	\$ 12.00	\$ 12.00	\$ 12.00
Water 20oz Plastic Bottle Dasani Plus (for HS ONLY!)	12 units	case	\$ 10.00	\$ 10.00	\$ 10.00
Water 12oz Plastic Bottle	24 units	case	\$ 8.00	\$ 8.00	\$ 8.00
VitaminWater, Plastic Bottle 20oz	24 units	case	\$ 24.96	\$ -	\$ 24.96
Cups, 22oz	n/a	n/a	n/a	n/a	n/a
Cups, 32oz	n/a	n/a	n/a	n/a	n/a
Cups, 44oz	n/a	n/a	n/a	n/a	n/a

Exhibit A  
Page 2 of 2

# *Coca-Cola Bottling Company of Southern California*

a COCA-COLA ENTERPRISES company

700 West Grove Avenue  
Orange, CA 92865

Orange Branch Distribution

August 14, 2009

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

In response to Extension Bid No. 0708-08 - Vending and Beverage Service District wide bid letter, we wish to extend our contract for an additional 12 month period. Please also find attached the comparison sheet listing the current and proposed product items.

As we have discussed, we have made the following changes

1. Vending prices throughout the district are uniformed and reflect the agreed upon commission percentage.

Please refer to the comparison sheet for vend prices along with commissions.

2. All commission checks throughout the district will be sent to Terry Fluent on a quarterly basis.

80% of the money to be allocated to the school sites

15% of the money to be allocated to the food service

5% of the money to be allocated to the district

3. Quarterly commission reports:

Coke will send a report to Terry Fluent with the following information:

Start and end date of each quarter.

Commission percentage breakdown by site.

Commissions earned by each machine.

Amount of cases sold per machine.

List of equipment at each site and location

5. Price Increase = CPUSD will incur a 5% increase for product purchased throughout the district.

Please refer to the comparison sheet for the proposed 2009-2010 pricing.

6. Please see Exhibit A for 2008-2009 Full Service Commissions Earned.

7. Coca-Cola Representative Contact List:

For any Product Orders, Vending or Delivery Issues

800-647-2653

For all other immediate issues you may contact you local Coca-Cola Rep:

Mark Reynado/Territory Account Manager @ 714-448-7779

Email Address: markreynado@cokecce.com  
or

Aimee Reiner/District Sales Manager @ 714-448-6432

Email Address: aimeelreiner@cokecce.com

We appreciate your business and look forward in continuing are business partnership with Capistrano Unified School District.

Sincerely,



Mike Mirabella  
Sales Center Manager

**EXHIBIT B**  
**(1 of 2)**



# Comparison Sheet

		CURRENT COMMISSION	PROPOSED COMMISSION
VENDING	NON CARBONATED BEVERAGE		
N/A	Elementary Schools	N/A	N/A
20oz Dasani 30%	Intermediate Schools	20oz Dasani 30%	20oz Dasani 30%
20oz Dasani & PowerAde Zero	High Schools	20oz Packages 30%	20oz Packages 30%
20oz Carbonated & 20oz Dasani	Teacher Lounges	N/A	15%

\* All venders located throughout the school district not at a school site shall receive all commissions earned with no split.

				CURRENT PRICE	PROPOSED PRICE
PRODUCT DESCRIPTION	CASE QTY	UNIT	UNIT PRICE		
12oz V8 & V8 Fusion	12 units	case	\$ 12.12	\$ 12.12	\$ 12.73
Non-Carbonated Fountain	n/a	n/a	n/a	n/a	n/a
Sports Drinks, 20oz Plastic Bottle	24 units	case	\$ 17.00	\$ 17.00	\$ 17.85
Sports Drinks, 12oz Plastic Bottle	24 units	case	\$ 11.00	n/a	n/a
Sports Drinks, 12oz Plastic Bottle	30 units	case	\$ 13.80	\$ 13.80	\$ 14.49
Juice Drinks, 10oz Plastic Bottle	24 units	case	\$ 13.00	n/a	n/a
Juice Drinks, Can	n/a	n/a	n/a	n/a	n/a
VitaminWater, Plastic Bottle 12oz	24 units	case	\$ 19.68	\$ 17.25	\$ 18.11
Iced Teas, Plastic Bottle 20oz	24 units	case	\$ 17.00	\$ 17.00	\$ 17.85
Sparkling, Plastic Bottle 20oz	24 units	case	\$ 17.00	\$ 17.00	\$ 17.85
Iced Teas, Cans	24 units	case	\$ 8.00	\$ 8.00	\$ 8.40
FUZE, Plastic Bottle 12oz	24 units	case	n/a	n/a	n/a
Water 1 Liter Plastic Bottle	12 units	case	\$ 13.00	\$ 13.00	\$ 13.65
Water 1.5 Liter Plastic Bottle	12 units	case	\$ 15.00	\$ 15.00	\$ 15.75
Water 16.9oz Plastic Bottle	24 units	case	\$ 9.25	\$ 9.25	\$ 9.19
Water 20oz Plastic Bottle	24 units	case	\$ 12.00	\$ 12.00	\$ 12.60
Water 12oz Plastic Bottle	24 units	case	\$ 8.00	\$ 8.00	\$ 8.40
VitaminWater, Plastic Bottle 20oz	24 units	case	\$ 24.96	\$ 24.96	\$ 26.21
Cups, 22oz	n/a	n/a	n/a	n/a	n/a
Cups, 32oz	n/a	n/a	n/a	n/a	n/a
Cups, 44oz	n/a	n/a	n/a	n/a	n/a

**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**COCA COLA BOTTLING COMPANY OF SOUTHERN CALIFORNIA**

**BID NO. 0708-08 – VENDING AND BEVERAGE SERVICE DISTRICTWIDE**

This bid called for an original 12-month contract covering the period November 5, 2007 through November 4, 2008, with an option to extend the contract yearly for an additional 48-month period as allowed by the California Education Code.

The contract with Coca Cola Bottling of Southern California pursuant to Bid No. 0708-08, shall be extended, covering the period September 1, 2009 through August 31, 2010, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on November 5, 2007, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

**Capistrano Unified School District**

**Coca Cola Bottling Company of Southern California**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Terry Fluent

\_\_\_\_\_  
Print Name

Director, Purchasing

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_




CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 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 BID NO. 0708-09 – CO-CURRICULAR  
BUS SERVICE**



---

**BACKGROUND INFORMATION**

At the September 10, 2007, Board meeting, Bid No. 0708-09 – Co-Curricular Bus Service was awarded to Hot Dogger Tours, Inc., dba Gold Coast Tours, Roadways International, Inc., and Transportation Charter Services, Inc. to provide co-curricular bus service districtwide in the respective categories as shown in Exhibit A.

This bid called for an original agreement to end September 10, 2008, with an option to extend the contract in two 12 month increments for an option period not to exceed 24 months, as allowed by California Education Code 17596.

**CURRENT CONSIDERATIONS**

This agenda item seeks approval to extend Bid No. 0708-09 Co-Curricular Bus Service for the period September 11, 2009 through September 10, 2010.

The contractors have agreed to extend their contracts for the next 12 months at reduced rates or at the same rates as their 2008/09 contracts. All other terms and conditions will remain the same as the original agreements.

The renewal letters from each contractor showing the 2009/10 rates are shown in Exhibit B.

Upon Board approval of extension, Exhibit C shows the Extension Agreements between Capistrano Unified School District and Hot Dogger Tours, Inc., dba Gold Coast Tours, Roadways International, Inc. and Transportation Charter Services, Inc. for the period September 11, 2009 through September 10, 2010.

**FINANCIAL IMPLICATIONS**

Funding will come from the appropriate accounts, including ASB's, Booster Clubs and PTA's.

**STAFF RECOMMENDATION**

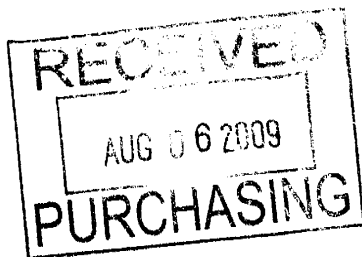
It is respectfully recommended that the Board of Trustees authorize the extension of Bid No. 0708-09 to provide co-curricular bus service districtwide, for a 12 month period from September 11, 2009 through September 10, 2010.



Capistrano Unified School District  
Co-Curricular Bus Service  
Bid No. 0708-09

<b>Vendor</b>	<b>Hot Dogger Tours, Inc, dba Gold Coast Tours</b>	<b>Roadways International</b>	<b>Transportation Charter Services, Inc.</b>
<b><u>Category #1</u> Provide School Buses</b>			<b>1 - Primary</b>
<b><u>Category #2</u> Provide SPAB Approved Recliners w/Restroom</b>	<b>2 - Secondary</b>	<b>1 – Primary</b>	<b>3 - Alternate</b>
<b><u>Category # 3</u> Wheelchair Usage</b>	<b>1 - Primary</b>		<b>2 - Secondary</b>





August 4, 2009

Terry Fluent  
Director, Purchasing  
Capistrano Unified School District

Re: Bid No. 0708-09 – Co-Curricular Bus Service

Dear Terry:

Thank you for the opportunity to submit an updated rate sheet for the 2009/2010 school year. Due to the current fiscal crisis, Gold Coast Tours will not raise the rates for any transportation services the district may need. This will be more cost effective than discounting our new school year rates.

Below I have listed the rates for both our 47 and 56 passenger motor coaches:

Motorcoach Size	Transfer Rate One way only	5 Hour Min. Service	Overtime Rate (every hr past 5hrs)	Taxes/Fuel
47 Passengers	\$350.00	\$500.00	\$85.00	3-16%*
56 Passengers	\$375.00	\$550.00	\$95.00	3-16%

\*If one way transfers exceed 3 hours or 100 total Miles the trip will automatically convert to a 5 hour trip.

Wheelchair Usage	
5 Hour Rate	\$500.00
Overtime Rate	\$85.00

Mountain Trips		
	Transfer Rate	Overnight Trips (per Day)
47 Passengers	\$650.00	\$850.00
56 Passengers	\$750.00	\$900.00

\* Overnight trips: Groups are to provide Driver's private lodging.

**For all Transportation Services:**

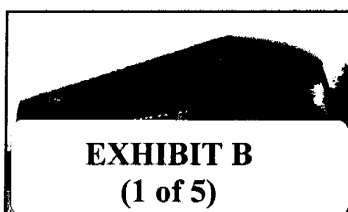
- Fuel surcharge varies according to market. Currently fuel is at 2%.
- All charters that take place in the State of California are subject to a 1% PUC Tax.
- Cancellation fee of \$500.00 to be charged to the DISTRICT for buses cancelled by the DISTRICT within four (4) hours prior to the Scheduled trip time.

We are able to provide either 47 or 56 passenger motor coaches based on the group's needs. Each motor coach features reclining seats, air-conditioning, restroom and DVD or VHS player. The rates specified above do not include driver gratuity, which is extra and optional.

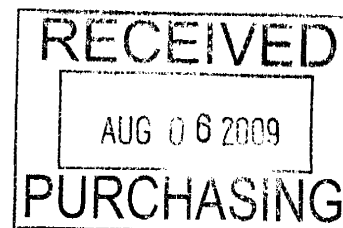
Again, thank you for allowing Gold Coast Tours the opportunity to submit a quote for your transportation needs. If I can be of further assistance to you, please do not hesitate to contact me at (714) 449-6888.

Very truly yours,

*Isela Herrera*



August 4, 2009



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

**Subject: Bid No. 0708-09 - Co-Curricular Bus Service**

Transportation Charter Services wishes to extend it's contract with Capistrano Unified School District for the additional 12-month period; reference Bid No. 0708-09 - Co-Curricular Bus Service.

Attached is a price comparison sheet listing our current tariff and our proposed 2009-10 School Year Tariff. There will be no rate increases over the current tariff for the 2009-10 School Year.

Sincerely

Ray Gilligan  
President



ORANGE COUNTY

**714-637-4300**

LOS ANGELES COUNTY

**800-833-5773**

## CAPISTRANO UNIFIED SCHOOL DISTRICT

### ECONOMY SCHOOL BUSES

#### 2008-09 SCHOOL YEAR/CURRENT

	50/62-PAX w/ seat belts	52/79-PAX w/ seat belts	54/80-PAX w/ seat belts	61/91-PAX
5-Hour Minimum Service	455.00	525.00	525.00	550.00
Each Additional Hour	65.00	70.00	70.00	75.00
Full Day Service (12-Hours)	890.00	1,000.00	1,000.00	1,065.00
Live Mileage	3.55	3.75	3.75	4.00
Dead Mileage	3.10	3.35	3.35	3.55

#### 2009-10 SCHOOL YEAR ( NO RATE INCREASES )

	50/62-PAX w/ seat belts	52/79-PAX w/ seat belts	54/80-PAX w/ seat belts	61/91-PAX
5-Hour Minimum Service	455.00	525.00	525.00	550.00
Each Additional Hour	65.00	70.00	70.00	75.00
Full Day Service (12-Hours)	890.00	1,000.00	1,000.00	1,065.00
Live Mileage	3.55	3.75	3.75	4.00
Dead Mileage	3.10	3.35	3.35	3.55

### DELUXE PASSENGER MOTORCOACHES

#### 2008-09 SCHOOL YEAR/CURRENT

	38-PAX	47-PAX	56-PAX	61-PAX
5-Hour Minimum Service	545.00	610.00	750.00	785.00
Each Additional Hour	85.00	95.00	110.00	120.00
Full Day Service (12-Hours)	1,100.00	1,230.00	1,490.00	1,590.00
Live Mileage	3.85	4.30	4.60	5.00
Dead Mileage	3.35	3.70	4.10	4.35

#### 2009-10 SCHOOL YEAR ( NO RATE INCREASES )

	38-PAX	47-PAX	56-PAX	61-PAX
5-Hour Minimum Service	545.00	610.00	750.00	785.00
Each Additional Hour	85.00	95.00	110.00	120.00
Full Day Service (12-Hours)	1,100.00	1,230.00	1,490.00	1,590.00
Live Mileage	3.85	4.30	4.60	5.00
Dead Mileage	3.35	3.70	4.10	4.35

**ALL EQUIPMENT**  
**STATE CERTIFIED (SPAB) SCHOOL BUSES**  
**MOTORCOACHES AND DRIVERS**  
**\$5-Million Liability Insurance Per Bus**

FAX ( 714 ) 637-4377

WEB: [www.tcsbus.com](http://www.tcsbus.com)

E-mail: [info@tcsbus.com](mailto:info@tcsbus.com)

**LOCAL & LONG DISTANCE CHARTERS & TOURS**



# Roadways International Inc.

August 14, 2009

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

Subject: Bid No. 0708-09-Co-Curricular Bus Service

To Whom It May Concern:

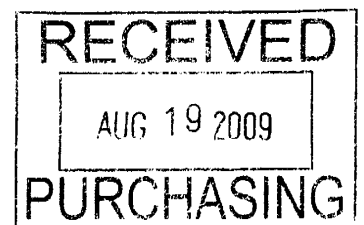
Roadways International would like to take this opportunity and thank you for allowing us to provide your school district with bus service for the 2008/2009 school year. We are very interested in extending our contract for an additional 12 months. We are also going to reduce your cost for the upcoming school year of 2009/ 2010. We understand the financial situation your district is facing and any reduction will hopefully help.

If you have any further questions, please feel free to contact me at 714-282-7750.

Sincerely,



David Kaiser  
Vice President  
Roadways International Inc.



# Roadways International Inc.

## Rates for 2008/2009

47 pax buses: (6) available

(5) hour minimum rate: \$500.00  
Additional hours: \$85.00

56 pax buses: (2) available

(5) hour minimum rate: \$590.00  
Additional hours: \$90.00

## Rates for 2009/2010

47 pax buses: (6) available

(5) hour minimum rate: \$475.00  
Additional hours: \$85.00

56 pax buses: (2) available

(5) hour minimum rate: \$560.00  
Additional hours: \$90.00

\*\*\*Please keep in mind that these rates includes all fuel surcharges.

\*\*\*Please keep in mind that these rates are for local service (Orange County and Los Angeles County).

\*\*\*For overnight trips, or trips traveling outside the area, you must call our office for a quote.



**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**HOT DOGGER TOURS, INC., dba GOLD COAST TOURS**

Bid No. 0708-09 – Co-Curricular Bus Service called for an original contract period of September 11, 2007 through September 10, 2008, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Hot Dogger Tours, Inc., dba Gold Coast Tours pursuant to Bid No. 0708-09, shall be extended an additional 12 months, for the period September 11, 2009, through September 10, 2010 at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on September 8, 2008, all other terms of the contract remain in full force and effect.

**CONTRACTOR**

**HOT DOGGER TOURS, INC., dba  
GOLD COAST TOURS**

**DISTRICT**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**ROADWAYS INTERNATIONAL, INC.**

Bid No. 0708-09 – Co-Curricular Bus Service called for an original contract period of September 11, 2007 through September 10, 2008, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Roadways International Inc. pursuant to Bid No. 0708-09, shall be extended an additional 12 months, for the period September 11, 2009, through September 10, 2010 at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on September 8, 2008, all other terms of the contract remain in full force and effect.

**CONTRACTOR**

**DISTRICT**

**ROADWAYS INTERNATIONAL, INC.**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**TRANSPORTATION CHARTER SERVICES, INC.**

Bid No. 0708-09 – Co-Curricular Bus Service called for an original contract period of September 11, 2007 through September 10, 2008, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Transportation Charter Services, Inc., pursuant to Bid No. 0708-09, shall be extended an additional 12 months, for the period September 11, 2009, through September 10, 2010 at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on September 8, 2008, all other terms of the contract remain in full force and effect.

**CONTRACTOR**

**DISTRICT**

**TRANSPORTATION CHARTER  
SERVICES, INC.**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Signature

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 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: **RATIFICATION OF EXECUTED ENTRY PERMIT TO CONSTRUCT  
ADDITIONAL SIDEWALK AT VISTA DEL MAR SCHOOL**

---

**BACKGROUND INFORMATION**

In the spring of 2008, the District and the City of San Clemente met to discuss a partnership program to improve the circulation of vehicles and pedestrians into and out of Vista del Mar School in San Clemente. The program included several improvements to the campus parking area and surrounding roadways accessing the school. Completed by the City was the signing, striping and signal timing modifications to the Avenida Talega and Calle Portofino intersection. The District in turn completed the interior sidewalk extension around the east end of the parking lot in July 2009.

Another one of the District's commitments was the original recommendation to widen the sidewalk along Calle Portofino in front of the campus. Given the amount of student foot traffic on the sidewalk, it was determined and universally agreed that widening of the sidewalk by five feet to a total width of ten feet would create a safer environment and help ease pedestrian, as well as automobile congestion. Since this area along Calle Portofino is owned by the Talega Maintenance Corporation (TMC), permission in the form of an Entry Permit needed to be executed between the District and TMC prior to the commencement of construction work. Due to the tight timeframe, correspondence was sent to the Trustees on this matter on August 21, 2009 and the agreement was subsequently executed by staff on August 24 to enable completion of the work prior to the start of school on September 8, 2009.

**CURRENT CONSIDERATIONS**

This agenda item pertains to the ratification of the executed entry permit between the District and the Talega Maintenance Corporation for construction access to widen an existing sidewalk along Calle Portofino. Exhibit A (attached) is a copy of the executed agreement.

**FINANCIAL IMPLICATIONS**

This agenda item will not impact the District's General Fund. The cost of \$16,970 associated with the relocation of irrigation lines and sidewalk construction will be funded from the revenues generated through Community Facility District 90-2, which serves the Talega community.

**STAFF RECOMMENDATION**

It is recommended that the Board of Trustees approve the ratification of the executed entry permit between the District and the Talega Maintenance Corporation for construction access to widen an existing sidewalk along Calle Portofino at the Vista del Mar School.



# TMC

TALEGA MAINTENANCE CORPORATION

## TRANSMITTAL

PROJECT : Vista Del Mar K-8 Sidewalk  
RE : Right of Entry Agreement  
ATTENTION : John G. Forney

DATE : Thursday, August 13, 2009

FROM : Brian Taylor

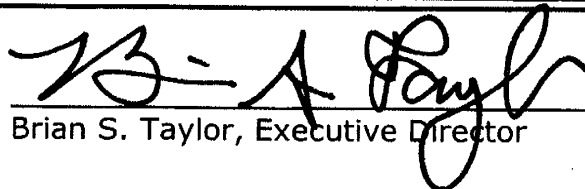
Position : Director  
Client :  
Company : Capistrano Unified School District  
Street Address : 33122 Valle Road  
City State Zip : San Juan Capistrano  
Telephone : 949.234.9543  
Direct : 949.289.3902  
Facsimile : 949.248.9563  
E-mail : jgforney@capousd.org

Position : Executive Director  
Client : Talega Maintenance Corporation  
Company : Merit Property Management, Inc.  
Street Address : 100 Calle Altea  
City State Zip : San Clemente, CA 92673-6855  
Telephone : 949.361.8466  
Direct : 949.338.9746  
Facsimile : 949.361.8725  
E-mail : btaylor@meritpm.com

SENT : ( ) For Your Review ( ) For Your Approval (X) For Your Signature  
( ) For Your Use ( ) For Your Files ( ) For Review and Comment

INFORMATION : Enclosed is one original Right of Entry Agreement and three (3) original signature pages. Please have each signature page signed by the District's authorized signatory and return them to me in the enclosed, return addressed envelope. Upon receipt I will cause to have them fully executed and forward one to each respective party for their files.

SIGNED :

  
Brian S. Taylor, Executive Director

CC:

Jerry Miyahara  
Don Dockray

# ENTRY PERMIT

August 13, 2009

## ISSUED TO:

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

Permission is hereby issued to you ("Permittee") to enter upon the property of Talega Associates, LLC, a Delaware limited liability company, and Talega Maintenance Corporation, a California nonprofit public benefit corporation (individually and together, "Owner"), subject to the following conditions:

1. Area. This Entry Permit (this "Permit") is limited to the following area owned by Owner ("Property"): sidewalk and landscape area on the west side of Avenida Talega from Calle Portofino north to the northeasterly corner of Vista Del Mar Public School, 1130 Avenida Talega, San Clemente ("School"), and on the north side of Calle Portofino from Avenida Talega west to the School driveway.

2. Purpose. This Permit is limited to the following purpose: widening of the existing sidewalk adjacent to the School. Permittee may admit other persons to the Property reasonably necessary to accomplish the sidewalk widening (collectively, "Permittee's Representatives").

3. Dates. The term of this Permit is until the construction of the sidewalk is complete but in no event longer than three (3) months from the date of this Permit.

4. Other Special Requirements. Permittee shall not commence construction of the sidewalk until Owner has reviewed and approved plans for the construction. Any such approval shall not be a representation that the proposed sidewalk will comply with laws, ordinances, rules or regulations and it shall be Permittee's responsibility, at Permittee's sole expense, to determine such compliance and to take all steps and acquire all permits as may be required to undertake such construction.

5. Rights and Responsibilities. Permittee's rights and responsibilities under this Permit are and shall be subject to, and Permittee shall comply and shall cause the Permittee's Representatives to comply with the following:

a. Personal Supervision. Permittee shall supervise and control each Permittee's Representative coming onto the Property.

b. Compliance with Law and Rules. Permittee shall comply with, and shall cause the Permittee's Representatives to comply with, all federal, state and local laws, ordinances and regulations applicable to the Property and Permittee's activities thereon. All Permittee's Representatives entering the Property shall do so at their own risk.

c. No Alcoholic Beverages. No person shall bring alcoholic beverages onto the Property.

d. Damage to Property. Permittee hereby agrees to be liable for and to pay to Owner the cost of any damage of any kind whatsoever to any improvements and any other property of Owner, including loss of use thereof, arising from or in any way related to (i) the acts or omissions of Permittee or Permittee's Representatives, or (ii) any breach by Permittee of any of its obligations under this Permit, unless and to the extent any of the foregoing are held by a court of competent jurisdiction to have been caused solely by the willful misconduct of Owner.

e. Insurance. Prior to any entry under this Permit and during the remaining term hereof, Permittee shall at its expense maintain all insurance required under, and otherwise comply with all of the provisions of, Exhibit "A" attached hereto. Nothing in this subparagraph shall limit Permittee's obligations under the other provisions of this Permit.

f. Liens. Permittee shall not suffer or permit to be enforced against the Property, or any part thereof, any mechanics', laborers', materialmen's, contractors', subcontractors', or any other liens arising from or any claims for damages growing out of any activities on the Property under this Permit. Permittee shall pay all of said liens, claims and demands before any action is brought to enforce the same against the Property. Permittee hereby indemnifies and agrees to hold Owner and the Property free and harmless from all liability for any and all such liens, claims and demands, together with all costs and expenses, including, but not limited to, attorneys' fees and court costs incurred by Owner in connection therewith. At the request of Owner, Permittee shall furnish to Owner a surety bond satisfactory to Owner in an amount equal to such contested lien, claim or demand indemnifying Owner against liability for same, or if Owner shall request, Permittee shall procure and record the bond provided for in the Civil Code of the State of California, or any comparable statute hereafter enacted, providing for a bond freeing the Property from the effect of such lien or claim or action thereon.

6. Owner Not Liable.

a. Indemnity. Permittee agrees to indemnify, defend (with counsel satisfactory to Owner) and hold each entity comprising Owner, their respective members, affiliated companies, and the officers, directors, shareholders, agents, servants and employees of each of them, and all of their successors and assigns, and all persons acting by, through, or in concert with them, or any of them (including Owner, collectively, the "Indemnitees"), entirely harmless from and against any and all liabilities, claims, causes of action, damages, losses, costs (including costs of suit and attorneys' fees and expenses), or demands of whatever nature, character, type or description, whether direct or indirect, known or unknown, existing or potential, suspected or unsuspected, or foreseeable or unforeseeable, which may now or hereafter exist or be asserted against the Indemnitees, or any of them (collectively the "Claims"), which Claims are based upon, arise out

of, or relate to (i) the entry onto the Property under this Permit, (ii) any other act or omission of Permittee or any Permittee's Representative in connection with activities permitted hereunder, (iii) the breach by Permittee or any Permittee's Representative of any provision of this Permit, (iv) any enforcement by Owner of any provision of this Permit and any costs of duly removing Permittee or any Permittee's Representative from the Property or restoring the same as provided herein, and/or (v) any active or passive negligence of the Indemnitees in connection with (i)-(iv) above; provided, however, that nothing contained in this paragraph shall operate to relieve any Indemnatee from any loss, damage, injury or claim found by a court of competent jurisdiction to have been caused by the sole gross negligence or willful misconduct of such Indemnatee. The foregoing indemnity and obligation to defend and hold harmless is intended to apply to any loss, damage, injury, accident, fire or other casualty, liability, claim, cost, or expense of any kind or character incurred directly by Owner or any Indemnatee, or their property, as well as by any third party or their property. Should Permittee be indemnified by a Permittee's Representative in connection with the performance by such person of work or services on the Property, then Permittee shall require such person to similarly indemnify the Indemnitees.

b. Release. Permittee recognizes that Owner has made no representation or warranty to Permittee regarding the condition of the Property or its suitability for any use and that Owner shall have no duty to inspect the Property and no duty to warn any person of any latent or patent defect, condition or risk that might be incurred in the exercise of the rights granted herein. Permittee has inspected or will inspect the Property and hereby accepts the Property for the purposes of this Permit "AS IS WHERE IS" with all defects both latent and patent. Furthermore, Permittee hereby releases, acquits and discharges the Indemnitees, and each of them, of and from any and all liabilities, claims, causes of action, damages, losses, costs (including costs of suit and attorneys' fees and expenses), or demands of whatever nature, character, type or description, whether direct or indirect, known or unknown, existing or potential, suspected or unsuspected, or foreseeable or unforeseeable which Permittee has or asserts, or may hereafter have or assert, against the Indemnitees, or any of them, which liabilities, claims, causes of action, damages, losses, costs or demands are based upon, arise out of, or relate to the condition of the Property and/or the activities permitted under this Permit. The foregoing release shall survive the expiration or termination of this Permit and remain binding on Permittee until such time as action by Permittee against the Indemnitees, or any of them, on account of such liabilities, claims, causes of action, damages, losses, costs or demands shall have been barred by any applicable statute of limitations.

PERMITTEE ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES 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."

PERMITTEE BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT, WITH RESPECT TO THE CLAIMS RELEASED ABOVE. PERMITTEE UNDERSTANDS THAT IT MAY LATER DISCOVER FACTS IN ADDITION TO OR DIFFERENT FROM THE FACTS IT NOW BELIEVES TO BE TRUE AND THAT IT MAY LATER DISCOVER CLAIMS IT DOES NOT NOW SUSPECT. THE PARTIES INTEND FOR THIS RELEASE TO OPERATE AS A FINAL AND IRREVOCABLE RELEASE OF ALL OF PERMITTEE'S CLAIMS AND, ACCORDINGLY, AGREE THAT THIS RELEASE MAY NOT BE TERMINATED OR RESCINDED BECAUSE OF ANY LATER DISCOVERY BY PERMITTEE OF DIFFERENT OR ADDITIONAL FACTS OR ANY UNKNOWN OR UNSUSPECTED PAST CLAIM.

7. Notices. All notices or other communications provided for or permitted hereunder shall be in writing and made by hand-delivery, reputable overnight courier for next business day delivery, or pre-paid first-class mail:

(a) if to Owner,

Talega Associates, LLC  
26 Technology Drive  
Irvine, CA 92618  
Telephone: (949) 789-1754  
Attn: Jerry Miyahara

and to:

Talega Maintenance Corporation  
c/o Merit Property Management, Inc.  
1 Polaris Way, Suite 100  
Aliso Viejo, California 92656-5356  
Telephone: (949) 448-6000  
Attn: Executive Director

(b) if to Permittee

Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675  
Telephone: (949) 234-9200  
Attn: Assistant Superintendent Facilities

All such notices and communications shall be deemed to have been duly given: when delivered by hand, if personally delivered; on the business day of delivery, if sent by overnight courier, or two business days after deposit in the mail, postage pre-paid, if mailed as aforesaid.

Any party may from time to time, by written notice to the other, designate a different address which shall be substituted for that specified above.

8. Miscellaneous. This Permit shall inure to the benefit of and be binding upon the successors and assigns of each of the parties. This Permit can only be amended by an amendment in writing signed by all the parties, and any term herein can be waived only by a written waiver signed by the party against whom such waiver is to be asserted. In the event of any legal action to enforce the rights or remedies of either party to this Permit, the prevailing party shall be entitled to recover its costs and expenses (including attorneys' fees) of such action. This Permit is intended to be the final expression of the parties' agreement and supersedes any and all prior restrictions, promises, representations, warranties, agreements, understandings and undertakings between the parties with respect to the within subject matter. There are no restrictions, promises, representations, warranties, agreements, understandings or undertakings with respect to such subject matter other than those set forth or referred to herein. All covenants and obligations contained in this Permit which imply or require performance after its termination (including without limitation all provisions regarding indemnity, release, and insurance) shall survive any such termination. Time is of the essence in this Permit.

IN WITNESS WHEREOF, the parties hereto have executed this Permit as of the date first above written.


"Owner"

Talega Associates, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Jerome T. Miyahara  
Chief Financial Officer

"Permittee"

Capistrano Unified School District

By:   
Name: Ronald N. Lebs  
Title: Deputy Superintendent

Talega Maintenance Corporation,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: Don Dockray  
Title: President

## Exhibit "A"

### Insurance Coverage

Permittee shall procure and maintain, at its sole cost and expense, the following insurance coverages:

1. Workers' Compensation:

Coverage A. Statutory benefits

Coverage B. Employer's Liability

Bodily Injury by accident \$1,000,000 each accident

Bodily Injury by disease \$1,000,000 policy limit

Bodily Injury by disease \$1,000,000 each employee

Coverage must include a waiver of subrogation endorsement in favor of: Talega Associates, LLC, Talega Maintenance Corporation, and their respective members, shareholders, officers, directors, agents, servants and employees (collectively, the "Insured Parties").

2. Commercial Automobile Coverage:

Automobile Liability limits of not less than \$2,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance including but not limited to owned automobiles, hired or non-owned automobiles. The insurance certificate shall reflect coverage for any automobile.

3. Commercial General Liability:

The limits of liability shall not be less than:

Each Occurrence Limit	\$2,000,000*
Personal Advertising Injury Limit	\$1,000,000*
Products/Completed Operations Aggregate Limit	\$2,000,000*
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000*

\* or the limit carried, if higher.

Policy forms must include the following coverages or meet the following criteria:

- a. The Insured Parties must be named as additional insureds on Permittee's commercial general liability coverages using a form of endorsement acceptable to Owner.
- b. An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage

maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy.”

- c. All coverage shall be on an “occurrence” basis, shall be provided under forms providing coverage not less than the standard ISO Commercial General Liability insurance policy form (Occurrence Form), and shall otherwise be acceptable to Owner. “Claims made” or “modified occurrence” policies are not acceptable.


4. Other Requirements:

- a. All policies must contain an endorsement affording thirty (30) days written notice by certified mail of cancellation to the additional insured(s) in the event of cancellation of coverage.
- b. Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to Owner prior to entry onto the Property by Permittee or the Permittee’s Representatives.
- c. All Deductibles and Self Insured Retentions must be disclosed on the certificates.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 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: FINAL ACCEPTANCE AND NOTICE OF  
COMPLETION BID NO. 0708-07 – MOVEMENT OF  
RELOCATABLE BUILDINGS – PACIFIC MH CONSTRUCTION,  
INC.**

---

**BACKGROUND INFORMATION**

On June 25, 2007, a bid to move, refurbish, repair or reconfigure relocatable buildings was awarded to Pacific MH Construction, Inc. for the 2007/08 school year. A 12-month extension, as allowed under California Education Code 17596, was granted by the Board on May 11, 2009, for the 2009/10 school year.

**CURRENT CONSIDERATIONS**

This agenda item pertains to the acceptance of work completed to date at Las Palmas, Tijeras Creek and Las Flores Elementary Schools. All work has been inspected to the satisfaction of staff, and the contractor now wishes to receive its 10% retention, which is currently being held by the district.

**FINANCIAL IMPLICATIONS**

The completed work totals \$17,754.46 for Las Palmas and \$59,004.00 for Tijeras Creek, which was paid from Fund 25, Capital Facilities. The completed work totals \$36,344.00 for Las Flores which was paid from CFD 92-1 Las Flores. The district is holding 10% retention. In order to pay the retention on this work, it is necessary to file final Notice of Completions, Exhibit A.

**STAFF RECOMMENDATION**

It is respectfully recommended that the Board of Trustees approve filing final Notice of Completions for reconfiguration of relocatable buildings at Las Palmas, Tijeras Creek and Las Flores Elementary Schools that has been completed in order to pay Pacific MH Construction, Inc. the retention that has been withheld.



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



↓

↓

1

↓

1

**i**

1

1

↓

↓

↓


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

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 2009

TO: Roberta J. Mahler, Interim Superintendent

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

SUBJECT: **ADOPTION OF RESOLUTION NO. 0910-26: TRANSFER OF FUNDS**

---

**BACKGROUND INFORMATION**

Education Code Section 42601 requires that at the close of any fiscal year, the district Governing Board adopt a resolution making budget transfers between major object classifications in each fund to prevent under-appropriations. When the books are closed for the year none of the major object code budgets in each fund such as Certificated Salaries, Classified Salaries, State Income, Federal Income, etc. can show a negative balance so budget adjustments must be made to reflect actual expenditures. CUSD is required to adopt such a resolution to officially close the 2008-09 fiscal year.

**CURRENT CONSIDERATION**

This agenda item pertains to adoption of Resolution No. 0910-26 to adjust the budget between object classifications in Funds 01, 11, 12, 14, 20, 23, 25, 35, 39, 40, 68, 69, and 70, Exhibit A. This is necessary to correct any under-appropriations.

**FINANCIAL IMPLICATIONS**

Adoption of Resolution No. 0910-26 has no financial impact on the total revenues and expenditures in the funds listed as it merely adjusts the budget to reflect actual expenditures at year end.

**STAFF RECOMMENDATION**

It is respectfully recommended that the Board of Trustees adopt Resolution No. 0910-26 to adjust budget appropriations in Funds 01, 11, 12, 14, 20, 23, 25, 35, 39, 40, 68, 69, and 70, Exhibit A.



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

**RESOLUTION NO. 0910-26**

**2008-09 Fiscal Year End**  
**INCREASE / DECREASE OF APPROPRIATION**  
**(OCDE: DO NOT DUPLICATE)**

WHEREAS, the Governing Board of Capistrano Unified School District has determined that the increase in income of \$6,194,351 are required for the current fiscal year from sources listed in Section 42602 of the Education Code of California; and

WHEREAS, THE Governing Board of Capistrano Unified School District can show just cause for the increase in expenditures of \$3,799,775; and

NOW, THEREFORE BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California such decrease in funds of \$2,394,576 are to be appropriated according to the following schedule:

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Income Source</u>	<u>Amount</u>
68-01	8091	Revenue Limit Transfers	\$ (10,402,965)
	8290	Other Federal Revenue	10,686,124
	8590	Other State Revenue	707,017
	8699	Other Local Revenue	864,876
	8979	Other Sources	-
	<b>TOTAL FUND 01 INCOME</b>		<b>\$ 1,855,052</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Expenditure Description</u>	<u>Amount</u>
68-01	1100	Teachers Salaries	\$ (430,332)
	2100	Instructional Aides	(87,019)
	3356	OASDI	107,330
	3401	Health and Welfare	(45,680)
	4300	Consumable Instructional Supplies	(1,770,300)
	5800	Other Services & Operating Exp	165,748
	6200	Building Improvement	(20,000)
	6400	Capital Outlay	910,730
	7223	Outgoing Tuition	317,148
	7380	Transfer of Direct Support	133,683
	7439	Debt Service	81,815
	7619	Other Transfers	-
	9712	Reserve for Stores	70,121
	9713	Reserve for Prepaid	508,906
	9740	Reserved For Legally Restricted Programs	8,291
	9770	Designated for Economic Uncertainties	312,861
	9780	Reserved For Locally Restricted Designations	1,591,750
	<b>TOTAL FUND 01 EXPENDITURES</b>		<b>\$ 1,855,052</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Income Source</u>	<u>Amount</u>
68-11	8011	Revenue Limit State Aid	
	8290	Other Federal Income	\$ 7,922
	8590	Other State Income	192,545
	8660	Interest	10,000
	8919	Interfund transfers in	-
		<b>TOTAL FUND 11 INCOME</b>	<b>\$ 210,467</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Expenditure Description</u>	<u>Amount</u>
68-11	1100	Teachers Salaries	\$ 18,060
	2100	Instructional Aide Salaries	-
	3101	STRS	15,935
	4300	Materials & Supplies	13,861
	5800	Other Services & Operating Exp	-
	6200	Building Improvement	(1,178,597)
	7439	Debt Service	1,145
	9770	Designated for Economic Uncertainties	-
	9780	Reserved For Locally Restricted Designations	1,340,063
		<b>TOTAL FUND 11 EXPENDITURES</b>	<b>\$ 210,467</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Income Source</u>	<u>Amount</u>
68-12	8290	Other Federal Revenue	\$ 2,029
	8590	Other State Revenue	(37,000)
	8699	Other Local Income	140,650
		<b>TOTAL FUND 12 INCOME</b>	<b>\$ 105,679</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Expenditure Description</u>	<u>Amount</u>
68-12	1100	Teachers Salaries	\$ 24,986
	2100	Instructional Aide Salaries	(44,054)
	3401	Health & Welfare	1,338
	4300	Materials & Supplies	42,030
	5800	Other Services & Operating Exp	(6,000)
	7439	Debt Service	1,650
	9770	Designated for Economic Uncertainties	-
	9780	Reserved For Locally Restricted Designations	85,729
		<b>TOTAL FUND 12 EXPENDITURES</b>	<b>\$ 105,679</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Income Source</u>	<u>Amount</u>
68-14	8540	Deferred Maintenance Allowance	\$ 182,632
		<b>TOTAL FUND 14 INCOME</b>	<b>\$ 182,632</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Expenditure Description</u>	<u>Amount</u>
68-14	2200	Classified Support Salaries	\$ 13,754
	3202	PERS	3,200
	3402	Health & Welfare	(1,198)
	4300	Non Instructional Supplies	(112,670)
	5600	Rentals & Repairs	(75,530)
	5800	Other Services & Operating Exp	(353,000)
	6100	Site Improvement	(680,000)
	9780	Reserved For Locally Restricted Designations	1,388,076
		<b>TOTAL FUND 14 EXPENDITURES</b>	<b>\$ 182,632</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Income Description</u>	<u>Amount</u>
68-20	8699	Other Local Revenue	\$ (7,000)
		<b>TOTAL FUND 20 INCOME</b>	<b>\$ (7,000)</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Expenditure Description</u>	<u>Amount</u>
68-20	9780	Reserved For Locally Restricted Designations	\$ (7,000)
		<b>TOTAL FUND 20 EXPENDITURES</b>	<b>\$ (7,000)</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Income Description</u>	<u>Amount</u>
68-23	8699	Other Local Revenue	\$ (33,000)
		<b>TOTAL FUND 23 INCOME</b>	<b>\$ (33,000)</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Expenditure Description</u>	<u>Amount</u>
68-23	2200	Classified Support Salaries	\$ 319
	3402	Health and Welfare	41
	5800	Other Services and Operating Expenditures	(3,000)
	6100	Site Improvement	327,000
	6200	Building Improvements	58,350
	9780	Reserved For Locally Restricted Designations	(415,710)
		<b>TOTAL FUND 23 EXPENDITURES</b>	<b>\$ (33,000)</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Income Description</u>	<u>Amount</u>
68-25	8699	Other Local Revenue	\$ (885,000)
		<b>TOTAL FUND 25 INCOME</b>	<b>\$ (885,000)</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Expenditure Description</u>	<u>Amount</u>
68-25	2200	Classified Support Salaries	\$ (16,787)
	3402	Health and Welfare	(3,588)
	4300	Non-Instructional Supplies	40,000
	5800	Other Services and Operating Expenditures	1,063,150
	6100	Site Improvement	782,600
	9780	Reserved For Locally Restricted Designations	(2,497,401)
	9793	Audit Adjustments	(252,974)
		<b>TOTAL FUND 25 EXPENDITURES</b>	<b>\$ (885,000)</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Income Description</u>	<u>Amount</u>
68-35	8699	Other Local Revenue	\$ 21,000
<b>TOTAL FUND 35 INCOME</b>			<b>\$ 21,000</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Income Source</u>	<u>Amount</u>
68-35	5800	Other Services and Operating Expenditures	\$ 1,125
	9780	Reserved For Locally Restricted Designations	19,875
<b>TOTAL FUND 35 EXPENDITURES</b>			<b>\$ 21,000</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Income Source</u>	<u>Amount</u>
68-39	8545	School Facilities Apport.	\$ 4,414,133
	8699	Other Local Income	148,000
<b>TOTAL FUND 39 INCOME</b>			<b>\$ 4,562,133</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Expenditure Description</u>	<u>Amount</u>
68-39	5800	Other Services & Operating Exp	\$ 8,000
	6200	Building Improvements	4,498,133
	9780	Reserved For Locally Restricted Designations	56,000
<b>TOTAL FUND 39 EXPENDITURES</b>			<b>\$ 4,562,133</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Income Source</u>	<u>Amount</u>
68-40	8590	Other State Income	\$ 15,612
	8699	Other Local Income	(31,224)
<b>TOTAL FUND 40 INCOME</b>			<b>\$ (15,612)</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Expenditure Description</u>	<u>Amount</u>
68-40	5800	Other Services & Operating Exp	\$ 3,000
	6200	Building Improvements	(17,691)
	7299	Other Transfers Out	(262,150)
	9780	Reserved For Locally Restricted Designations	261,229
<b>TOTAL FUND 40 EXPENDITURES</b>			<b>\$ (15,612)</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Income Source</u>	<u>Amount</u>
68-68	8674	In-District Premium/Contribution	\$ (39,000)
<b>TOTAL FUND 68 INCOME</b>			<b>\$ (39,000)</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Expenditure Description</u>	<u>Amount</u>
68-68	2400	Clerical Salaries	
	3402	Health and Welfare	\$ (5,000)
	4300	Non Instructional Supplies	-
	5800	Other Services & Operating Exp	(918,650)
	7619	Transfer Out	-
	9797	Audit Adjustments	(4,457,252)
	9780	Reserved For Locally Restricted Designations	5,341,902
		<b>TOTAL FUND 68 EXPENDITURES</b>	<b>\$ (39,000)</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Income Source</u>	<u>Amount</u>
68-69	8674	In-District Premium/Contribution	\$ 135,000
		<b>TOTAL FUND 69 INCOME</b>	<b>\$ 135,000</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Expenditure Description</u>	<u>Amount</u>
68-69	3202	PERS	\$ 2,650
	5800	Other Services & Operating Exp	870,750
	5800	Other Services & Operating Exp	-
	7619	Other Transfers	157,075
	9780	Reserved For Locally Restricted Designations	(895,475)
		<b>TOTAL FUND 69 EXPENDITURES</b>	<b>\$ 135,000</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Income Source</u>	<u>Amount</u>
68-70	8674	In-District Premium/Contribution	\$ 102,000
	8919	Transfer In	-
		<b>TOTAL FUND 70 INCOME</b>	<b>\$ 102,000</b>

<u>District &amp; Fund No.</u>	<u>Account Code</u>	<u>Expenditure Description</u>	<u>Amount</u>
68-70	2400	Classified Salaries	\$ 15
	4300	Materials & Supplies	-
	5800	Other Services & Operating Exp	166,400
	9780	Reserved For Locally Restricted Designations	(64,415)
		<b>TOTAL FUND 70 EXPENDITURES</b>	<b>\$ 102,000</b>

**APPROVED AND ADOPTED** this 15th day of September 2009.

Ayes: \_\_\_\_\_  
 Noes: \_\_\_\_\_  
 Absent: \_\_\_\_\_

\_\_\_\_\_  
 Secretary, Board of Trustee



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

September 15, 2009

TO: Dr. Bobbi Mahler, Interim Superintendent

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

SUBJECT: **ADOPTION OF RESOLUTION NO. 0910-27: SIGNATURE AUTHORIZATION**



---

**BACKGROUND INFORMATION**

The Orange County Department of Education requires the Board of Trustees to establish the names of administrators authorized to sign payroll notices of employment/changes of status, time sheets, vendor orders for payment, and warrant registers.

**CURRENT CONSIDERATIONS**

This agenda item seeks Board adoption of Resolution No. 0910-27 to establish updated signature authorizations for district payroll documents related to warrant processing, Exhibit A.

This resolution authorizes Jodee Brentlinger, Assistant Superintendent, Personnel Services; Ronald N. Lebs, Deputy Superintendent, Business & Support Services; Kristofer R. Pitman, Executive Director I, Fiscal Services; Cindy Brown, Manager, Fiscal Accounting; Matthew Krause, Manager, Payroll; and Pamela Smegal, Manager, Budget Planning, as the district administrators authorized to sign these documents. The resolution also states that a signature stamp is authorized for Ronald N. Lebs and Kristofer R. Pitman and that only one signature or signature stamp shall be required by the Board for processing these documents.

**FINANCIAL IMPLICATIONS**

There are no financial implications related to adoption of this resolution.

**STAFF RECOMMENDATION**

It is respectfully recommended that the Board of Trustees approve Resolution No. 0910-27 to provide authorization for certain administrators to sign payroll notices of employment/changes of status, time sheets, vendor orders for payment, and warrant registers, Exhibit A.



**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

**RESOLUTION NO. 0910-27  
SIGNATURE AUTHORIZATION**

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

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

Deputy Superintendent,  
Business & Support Services

Ronald N. Lebs

Assistant Superintendent,  
Personnel Services

Jodee Brentlinger

Executive Director I,  
Fiscal Services

Kristofer R. Pitman

Manager,  
Fiscal Accounting

Cynthia Brown

Manager,  
Payroll

Matthew Krause

Manager,  
Budget Planning

Pamela Smegal

BE IT FURTHER RESOLVED that a signature stamp is authorized for Ronald N. Lebs and Kristofer R. Pitman; and

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

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

State of California)

)ss

County of Orange )

I, Bobbi Mahler, Interim Superintendent of Capistrano Unified School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by said Board at a regular meeting thereof held on the 15th day of September, 2009, and passed by a \_\_\_\_\_ vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15<sup>th</sup> day of September 2009.

\_\_\_\_\_  
Secretary to the Board of Trustees

Exhibit A  
Page 1 of 2

# AUTHORIZATION OF SIGNATURES

Capistrano Unified School District

September 15, 2009

I, Larry Christensen, Clerk of the Governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular meeting thereof, held on the 15th day of September 2009, adopted by a majority vote of said Board, a resolution that the following named persons be authorized to sign payroll notices of employment/changes of status (NOE/CS), Time Sheets, vendor orders for payment and check registers as indicated, and that all previous authorization of signatures are rescinded. This resolution further states that the authorization is subject to the following provisions:

<u>Name Typed</u>	<u>Specimen Signature</u>	<u>Authorized to Sign:</u>			
		<u>Payroll</u>		<u>Vendor Payments</u>	
		<u>NOE/CS</u>	<u>Time Sheet</u>	<u>Orders</u>	<u>Registers</u>
Ronald N. Lebs	_____	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>
Jodee Brentlinger	_____	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>
Kristofer R. Pitman	_____	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>
Cindy Brown	_____	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>
Matthew Krause	_____	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>
Pamela Smegal	_____	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>	<u>  X  </u>


IN WITNESS WHEREOF, I have hereunto set my hand this 15<sup>th</sup> day of September 2009.

Clerk \_\_\_\_\_

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 2009

TO: Dr. Bobbi Mahler, Interim Superintendent

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

SUBJECT: **APPROVAL OF RESOLUTION NO. 0910-28: DELEGATION OF AUTHORITY**

---

**BACKGROUND INFORMATION**

The Board of Trustees has previously approved by resolution the delegation of certain authority to the Superintendent or named designees, based upon specific criteria. Such delegation is permitted by Education Code sections 35161 and 17605.

When there are changes to District administrative staff, it is appropriate to adopt a new resolution with updated information. Such delegation of authority is required by the Orange County Department of Education School Claims to assist in processing routine agreements, claims for reimbursements, purchase orders, payroll, personnel, and insurance transactions.

**CURRENT CONSIDERATIONS**

This agenda item proposes for Board consideration, approval of Resolution No. 0910-28, Exhibit A, which provides an updated delegation of authority for the Superintendent and designated District officials.

**FINANCIAL IMPLICATIONS**

There are no financial implications connected with adoption of this agenda item.

**STAFF RECOMMENDATION**

It is respectfully recommended the Board of Trustees approve Resolution No. 0910-28, Exhibit A, which provides an updated delegation of authority. Following adoption of this resolution, it will be forwarded to the Orange County Department of Education.



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**RESOLUTION NO. 0910-28**  
**DELEGATION OF AUTHORITY**

WHEREAS, Education Code 35161 authorizes the Board of Trustees to delegate to an officer or employee of the District any of the powers and duties delegated to the Board or the district of which it is the governing board; and

WHEREAS, Education Code 17605 authorizes the Board to delegate the authority to purchase supplies, materials, apparatus, equipment, and services; and

WHEREAS, the Capistrano Unified School District has recently reorganized its administrative staff authorized to transact business delegated by the Board of Trustees;

NOW THEREFORE BE IT RESOLVED that the Board of Trustees approves the following, effective September 15, 2009, until rescinded by the Board:

1. Delegate to the Superintendent or his designee the authority to sign and approve:
  - a. claims for professional dues reimbursements for certificated and classified administrators; and
  - b. renewals of routine agreements with the County of Orange related to donated space and with the Orange County Department of Education related to use of CUSD facilities.
2. Delegate to the Superintendent, or specifically authorized cabinet-level administrators, the authority to sign and approve attendance at professional conferences, conventions, and workshops within the State of California for certificated and classified personnel as provided in Board Policies 4133, 4233 and 4333;
3. Delegate to the Superintendent; Deputy Superintendent, Business & Support Services; Executive Director I, Fiscal Services, the authority to sign and approve the following items:
  - a. routine maintenance, repair, and service agreements and contracts below the bid limits for work to be done or for materials and supplies to be furnished, sold, or leased to the District as specified in Public Contract Code 20111;
  - b. independent contractor, consulting or personnel service agreements that do not exceed \$20,000;

## DELEGATION OF AUTHORITY

### Resolution No. 0910-28

September 15, 2009

Page 2

4. Delegate to the Superintendent; Assistant Superintendent, Personnel Services; Deputy Superintendent, Business & Support Services, and Executive Director I, Fiscal Services, the authority to sign and approve the following items:
  - a. property and liability claims against the District that are within the self-insured retention in an amount not to exceed \$25,000; and
  - b. provide authorization for the settlement of all workers' compensation claims against the District.
5. Delegate to the Deputy Superintendent, Business & Support Services, Executive Director I, Fiscal Services, and Director, Purchasing, the authority to sign and approve all contracts and purchase orders.
6. Delegate to the Assistant Superintendent, Personnel Services; Deputy Superintendent, Business & Support Services; Executive Director I, Fiscal Services, or designee, the authority to approve tax-sheltered annuity companies qualified to do business under Internal Revenue Code Section 403 (b). The companies shall execute the appropriate hold harmless agreement and letter of compliance prior to approval. The Executive Director I, Fiscal Services, or designee, shall maintain a list of approved companies.
7. Authorize the Assistant Superintendent, Personnel Services; Deputy Superintendent, Business & Support Services; Executive Director I, Fiscal Services; and Manager, Payroll, to sign and approve documents related to IRS Code Section 403 (b) tax-sheltered annuities and Section 457 (b) deferred compensation plans.

APPROVED AND ADOPTED this 15th day of September 2009.

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

Approved: Superintendent of Schools  
County of Orange

By: \_\_\_\_\_

Exhibit A  
Page 2 of 2

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 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**

On May 11, 2009, the Board of Trustees requested staff to solicit firms for on-call environmental services. A Request for Qualifications (RFQ) No. 3-0910 – “On-Call Environmental Consulting Services for School Construction, Modernization and Other Activities” was prepared and the scope of work and rating system was developed to meet the specific requirements of the District. The RFQ was advertised, and 73 documents were distributed to interested firms. The District, in turn, received 15 proposals and each one was reviewed and ranked according to criteria established in the RFQ. The four highest scoring firms were then interviewed on July 22, 2009. Staff felt that one firm in particular – PCR Services Corporation - best exemplified the qualifications of environmental consultant services needed by CUSD. However, instead of moving forward with a recommendation to the Board for an “on-call” contract, staff is now recommending retaining PCR, on a trial basis, to complete the necessary environmental document for the proposed Compressed Natural Gas (CNG) dispenser at the Aliso Viejo Transp. Facility.

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.

PCR Services Corporation (PCR) has significant knowledge and experience with the California Environmental Quality Act (CEQA), having prepared numerous environmental documents for large and small projects around southern California. PCR has prepared a proposal to complete the environmental document through either a Mitigated Negative Declaration or a Negative Declaration of the CNG facility – attached as Exhibit A. The anticipated schedule to complete the environmental document and public review period is 2.5 months. It is anticipated that the document will go to the Board of Trustees for certification on December 15, 2009. Immediately following the certification, the District will proceed through the City’s approval process.

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

September 15, 2009

Page 2

### **CURRENT CONSIDERATIONS**

This agenda item pertains to the appointment of PCR 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 PCR that describes the anticipated scope of the environmental document and the associated costs.

### **FINANCIAL IMPLICATIONS**

This agenda item will not impact the District's General Fund. The fee of \$24,900 associated with the environmental documentation and review of the proposed CNG facility at the Aliso Viejo Transportation Site will be funded from the revenues generated through Community Facility District 87-1, which serves the immediate area of the transportation facility.

### **STAFF RECOMMENDATION**

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



**PCR**

August 25, 2009

Mr. Cary Brockman  
Director, Facilities Planning  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
33122 Valle Road  
San Juan Capistrano, California 92675

**Re: PROPOSAL TO PREPARE ENVIRONMENTAL DOCUMENTATION FOR THE  
PROPOSED CNG FUELING STATION AT THE DISTRICT'S ALISO VIEJO  
TRANSPORTATION FACILITY**

Dear Mr. Brockman:

**PCR Services Corporation (PCR)** appreciates the opportunity to submit this letter proposal to Capistrano Unified School District (District) to provide environmental consulting services for the proposed compressed natural gas (CNG) fueling station at the District's Aliso Viejo Transportation Facility (also referred as the "yard"). This proposal serves as a follow-up to PCR's previous discussions and meeting(s) with you and Mike Patton, and our review of available documentation regarding the proposed project. We understand that the project represents a small scale improvement proposed within an existing facility, and that the project offers environmental benefits with what appears to be limited potential for significant environmental impacts. Nonetheless, we understand that there is interest in the project and concern regarding its environmental effects. Therefore, we are proposing to prepare a streamlined environmental review document, that while comprehensive in scope, will focus in most important part on what we understand to be the primary issues of concern (i.e., traffic, air quality, noise and hazards). Overall, the scope of work provided herein will provide full public disclosure regarding the project and its potential environmental effects, while also supporting the necessary environmental clearance for the project.

Included in this proposal is a brief overview of PCR, a summary of the proposed project as we understand it, a scope of work to complete the environmental review process as set forth by the California Environmental Quality Act (CEQA), anticipated fees and direct costs, and a general schedule for completion of our services.

#### **PCR OVERVIEW**

Serving our clients for 35 years, PCR applies specialized environmental consulting services to successfully assist our clients in the management of environmental change. With approximately 60 professional, support, and administrative staff in our Santa Monica, Irvine, and Pasadena offices, we offer a comprehensive range of environmental planning and technical capabilities that balance client needs and market forces.

#### **EXHIBIT A (1 of 12)**



Originally founded to implement environmental review pursuant to CEQA and National Environmental Policy Act (NEPA) through our Environmental Planning & Documentation Division, PCR is also benefited by advanced technical capability in our Biological Services; Air Quality, Climate & Acoustics; Historic Resources; and Archaeological & Paleontological Resources Divisions. Our in-house support capabilities include full Geographic Information Systems (GIS), Computer-Aided Drafting & Design (CADD) graphics, word processing, photographic imaging/scanning, and production services. This comprehensive in-house team provides for timely feedback between team members, consistent resources to meet deadlines, knowledgeable management of work tasks and cost savings to our clients.

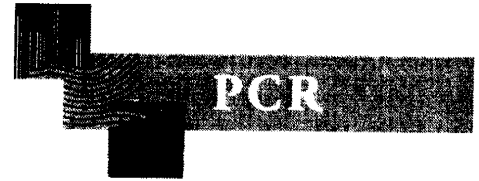
PCR has earned a reputation for completing solid documentation for highly visible and often controversial projects. We have prepared environmental documentation for projects such as the Getty Museum, Playa Vista, Los Angeles International Airport (LAX), Staples Center, Disney, and Boeing. We also have extensive experience working for public school districts and have completed environmental documentation for well over 100 Southern California schools. Among other school projects, PCR currently works on an on-call basis providing environmental services for Santa Ana Unified School District and Los Angeles Unified School District, and we recently assisted the Santa Monica-Malibu Unified School District with CEQA compliance for district-wide improvements under a recent bond program. Perhaps most relevant to the project at hand is PCR's experience on the proposed West Los Angeles Transportation Facility, a state-of-the-art transportation facility intended to support a fleet of up to 175 CNG powered buses and to provide improved public transit service in the central and western areas of Los Angeles County.

#### **PROJECT UNDERSTANDING**

The project site is located on an approximate 10-acre District property in Planning Area 52 in the south central portion of the City of Aliso Viejo. The site is relatively flat with no substantial topographical variations. Specifically, the site is located at 2B Liberty Drive, and is generally bounded by Aliso Viejo parkway to the north, Aliso Creek Road to the east, vacant land to the south and Liberty Drive to the west. Access to the site is from Liberty Drive. To the immediate northwest, before Liberty Drive, there is an existing temple facility with an associated outdoor playground (presumably a childcare facility) and parking area. In addition, there is a vacant parcel to the west of the yard proposed to be developed with approximately 164 senior housing units. The existing temple facility and the proposed senior housing project are the nearest sensitive receptors to the project site.

The Transportation Facility is utilized for bus, staff and visitor parking, maintenance and fueling (diesel) of school buses and serves schools in the northerly portion of the District. The facility is occupied by shop and administrative buildings, a diesel fueling station with underground storage tanks, and paved parking and landscaped areas.

The project is the installation of a new CNG bus fueling station within the northwestern portion of the yard, adjacent to an existing shop building. The fueling station would consist of seven



CNG fill posts fed by three compressors. The compressors would be located within a U-shaped, concrete-block wall enclosure on a concrete slab. The project would require re-paving of the existing asphalt after saw cut work needed to install the CNG fueling station. Natural gas, electricity and sewer are presently available at the yard to support the construction and uses of the CNG fueling station.

There are 92 buses that use the yard. The CNG fueling station would fuel existing District buses running on CNG, as well as new CNG buses that are expected to replace existing diesel buses. Currently, the CNG buses travel approximately 24 miles round-trip for fuel, to a CNG facility located near Interstate 5 and Sand Canyon Avenue in Irvine. With the addition of the fueling facility, the CNG buses would be able to refuel on-site, thus avoiding the expense of time and fuel associated with travel to an off-site facility. The number of buses currently using the yard would not be altered by the proposed project and there are no foreseeable plans by the District that would otherwise increase the number of buses at the site.

The project site is designated for Community Facilities (CF) by the Aliso Viejo General Plan and zoned for Business Park use according to the City's zoning map. The District is likely exempt from Aliso Viejo Zoning requirements and will not need a Conditional Use Permit (CUP, however, this is to be confirmed by the District.

#### **SCOPE OF WORK**

Based on our experience preparing environmental documentation for projects of similar magnitude and scope, and our understanding of the project, PCR anticipates that a Mitigated Negative Declaration (MND) will be adequate to provide for CEQA clearance of the proposed project. Should no mitigation measures be necessary, a Negative Declaration (ND) will be prepared. While not anticipated, should it be determined by our analyses that the project's potential environmental effects would be significant and cannot be reduced to less than significant levels, PCR will immediately notify the District.

In accordance with CEQA requirements, PCR will complete the environmental review process for the project through preparation of an Initial Study in support of an MND or ND with the District as the Lead Agency. The table below lists the tasks required for the timely completion of the environmental review process. Following the table is a description of each of these separate tasks.

<b>Task</b>	<b>Task Description</b>
1	Data Collection
2	Prepare First Draft Initial Study and Supporting Documentation
3	Revise Initial Study Based on District Comments
4	Respond to Comments/Prepare Mitigation Monitoring and Reporting Program
5	Meetings and Management Coordination



### **Task 1: Data Collection**

PCR will attend a start-up meeting with the District to confirm our understanding of the project, discuss key issues, review the schedule of deliverables, and collect project plans and related documents (e.g., technical documentation regarding CNG equipment, safety information, etc.). PCR will prepare a memorandum (Data Needs List) identifying any outstanding information necessary for completion of the Project Description and the Initial Study to support the (Mitigated) Negative Declaration to be provided at or immediately subsequent to the start-up meeting. During this task, PCR will also conduct a site visit and collect baseline environmental data.

#### **Products**

- Data Needs List

### **Task 2: Prepare First Draft of Initial Study and Supporting Documentation**

PCR is presenting a scope of work that outlines the successful completion of the CEQA environmental review process through preparation of a MND or ND supported by an Initial Study. The Initial Study documentation will consist of a District-approved list of CEQA-Checklist questions accompanied by an Explanation of Checklist Determinations and the Project Description. The Explanation of Checklist Determinations will substantiate why each of the environmental issues included within the Checklist will not result in significant and unavoidable impacts to the environment. Specifically, in accordance with CEQA, the Explanation of Checklist Determinations will determine whether the project would result in no impact, a less than significant impact or a less than significant impact with implementation of mitigation measures. PCR will draw on a range of in-house technical expertise to provide a complete and accurate assessment that will reach one of these conclusions.

Due to the project's proximity to existing temple and associated childcare, short-term (or construction-related) air quality and noise will be evaluated in a quantitative fashion. Long-term operational air quality impacts will also consider impacts to the proposed future senior housing units adjacent to the site. In addition, given the project would result in the development of a new fueling facility that would change the traffic patterns of existing buses operating from the yard, traffic will be appropriately analyzed by a qualified traffic engineer. Further, given that operation of CNG facilities can be subject to public concern with regards to safety, the potential for hazards associated with proposed CNG fueling station will be disclosed and analyzed. The following provides a specific scope of work to address these issue areas.

#### **Air Quality**

Over the years, PCR has worked closely with South Coast Air Quality Management District (SCAQMD) staff members to develop an understanding and define expectations for the quantification and assessment of pollutant emissions from projects similar to the proposed project. PCR's in-house air quality specialists will prepare the following analyses: (1) quantification of daily



regional ambient air pollutant emissions from construction and operations, and comparison to significance thresholds; (2) quantification of daily localized air pollutant emissions from construction, and comparison to SCAQMD localized significance thresholds (LSTs); (3) qualitative analysis of potential odors; (4) a screening-level analysis of sensitive receptors and their exposure to toxic air contaminants during construction; (5) identification of related projects in the community and discussion of potential cumulative air quality impacts resulting from the proposed project and related projects; (6) assessment of the project's consistency with the SCAQMD's Air Quality Management Plan (AQMP); (7) analysis of the overall effect of project construction and operation on greenhouse gas (GHG) emissions, and comparison to the applicable threshold recommended by the California Air Pollution Control Officers Association; and (8) identification of mitigation measures, if warranted.

As indicated above, the air quality analysis will consider both the construction and operation phase emissions of the project. For the construction phase, the analysis will focus on potential emissions from heavy-duty equipment and fugitive dust, with particular attention to the adjacent sensitive receptors (i.e., children at the temple childcare facility).

For the operational phase, the analysis will address emissions from the proposed CNG fueling station (stationary source), but will also consider the reduction in emissions from existing diesel fuel dispensing and storage. Further, the operational analysis will evaluate mobile-source emissions, which will acknowledge environmental benefits that will accrue when existing CNG buses no longer have to travel to Irvine to re-fuel. Since the proposed future senior residential use would be constructed subsequent to the proposed CNG fueling station, the operational air quality analysis will consider impacts to this sensitive receptor.

This scope of work assumes that PCR will be provided with essential data and/or assumptions regarding construction and operation of the project. Data include, but are not limited to: construction schedule (including site preparation, paving, painting, etc.); construction equipment; operations schedule; and anticipated operational energy demand. This proposal assumes project construction will not require any notable grading, or import or export of soils. In addition, this scope does not anticipate dispersion modeling; if refined analyses involving dispersion modeling are found to be warranted, PCR can prepare the analysis under a separate scope and fee.

### **Noise**

While it is acknowledged that due to the limited size and scope of the project, the potential for the project to increase ambient noise levels on a temporary (e.g., during construction) and/or long-term (e.g., operations) basis, and to expose noise sensitive receptors (adjacent temple use including childcare facility and future residential uses) to high levels of noise is limited. Nonetheless, noise generated during construction and operational noise associated with the compressors and other activities on-site will be addressed in the noise section of the Initial Study. The scope of services for the noise analysis will include the following: (1) survey noise-sensitive land uses, existing noise sources, and features affecting noise transference in the project area; (2)



conduct noise monitoring at two locations, including at the temple childcare facility and the proposed senior housing site, for 48-hours (one weekday and one weekend day) to establish ambient noise levels in proximity to potentially affected noise-sensitive land uses; (3) identify and describe relevant local plans, regulations, ordinances, criteria, and guidelines associated with noise; (4) evaluate construction noise using information regarding typical construction noise levels; (5) quantify operational noise impacts from the CNG fueling operations, on an absolute and incremental basis; (6) analyze noise associated with on-site sources (e.g., service pump and compressors); (7) provide a qualitative analysis of any potential vibration impacts associated with use of heavy-duty equipment during construction of the project; and (8) identify potential mitigation measures where required and feasible. The scope of services for the noise analysis does not include post construction noise and vibration monitoring and analysis.

### **Traffic**

PCR will retain KHR Associates to prepare a traffic analysis for the project. The scope of the traffic analysis proposed by KHR, which will be presented in a letter report, is as follows.

In this initial task, KHR will conduct a review of background materials on the past and present plans for the project site. Materials include, but are not limited to, existing and proposed site plan, past environmental documentation, and traffic data. In addition to a review of available materials provided by the District, KHR will use its own resources to gather information on current and historic traffic issues concerning the City of Aliso Viejo. Since the City has only been incorporated since 2001, some of the traffic problems currently facing the City relate back to traffic planning decisions made by the County of Orange. This review will also include a field visit to observe first-hand existing traffic, circulation, and parking conditions in and around the project site.

KHR Associates will assess the sum of information gathered in its initial task and summarize the findings and conclusions in the form of a professional opinion letter. This opinion letter will address existing traffic conditions; changes that may result if the proposed project is constructed; and possible additional steps to be taken, if any, to ensure that potential traffic impacts are quantified and mitigated. Please note that this opinion letter is of limited scope as there would be no increase in the number of bus trips at the site and that it should not be construed as the equivalent to a comprehensive traffic impact study.

KHR Associates will be available to participate in meetings at the request of the District to address traffic-related issues and concerns, including the contents of the opinion letter. Since the frequency and duration of meetings is unknown at this time, KHR Associates has budgeted a total of 8 hours for meeting time.

### **Hazards and Hazardous Materials**

The focus of the hazards section will be on the risk of upset related to operation of the CNG fueling station. As part of the hazards evaluation, PCR will review manufacturing specifications regarding the CNG equipment as well as the documented safety records for similar equipment

already in operation. Any potential safety hazards will be disclosed and the potential for such hazards to impact adjacent sensitive receptors (i.e., temple and future senior residential uses) will be evaluated. The analysis will determine if the routine transport, use, or disposal of hazardous materials will impact people or the environment. Since there is a childcare facility associated with the temple in relatively close proximity to the site, the potential for the project to release hazardous emissions or handle hazardous or acutely hazardous materials will be evaluated, as recommended by CEQA. Further, any foreseeable upset or accident conditions involving the release of hazardous materials into the environment will be analyzed.

#### **Products**

- First Draft of Initial Study to District

#### **Task 3: Revise Initial Study Based on District Comments**

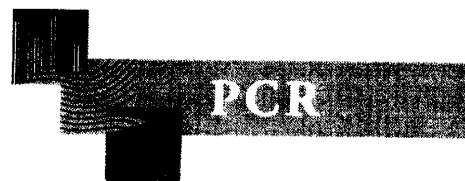
PCR will incorporate District comments into the Draft Initial Study and submit the document to the District for a final proof-check review. After the District's final review, any further comments will be incorporated into the document. Upon finalization of the Draft Initial Study, PCR will coordinate with the District to circulate the Notice of Intent to Adopt an (Mitigated) Negative Declaration to Responsible Agencies, trustee agencies, other interested parties and the County Clerk as mandated by CEQA. This notice will start the 30-day review period for the Initial Study. As the precise amount of time and associated fees required for revisions to the Initial Study will be dependent upon the nature and extent of District comments, PCR has proposed an allowance for completion of this task.

#### **Products**

- Second Draft Initial Study
- Initial Study for Public Review (One Single-Sided Reproducible, 25 bound hard-copies and up to 40 Electronic Copies on CD)
- Assist in the preparation and circulation of a Notice of Intent to Adopt a (Mitigated) Negative Declaration

#### **Task 4: Respond to Comments/Mitigation Monitoring and Reporting Program (MMRP)**

Upon completion of the public review period mandated by CEQA, PCR will respond to comments on the Initial Study and will revise the documents as necessary. Public reaction to the Initial Study cannot be predicted with accuracy and could range from a small number of largely positive comments to a substantial number of strongly negative and technically sophisticated comments. For purposes of this proposal, it is assumed that comments on the Initial Study will be moderate. In addition, as part of this task, PCR will prepare an MMRP for the project, which is also required by CEQA. Also under this task, PCR will ensure that the Notice of Determination (NOD) is prepared by the District and will file the NOD with the County Clerk. Filing of this notice starts a 30-day statute of limitations for CEQA challenges on the project. Since the precise amount of time



and associated fees required for this task (staff time associated with response to comments in particular) cannot be specifically predicted, PCR has proposed an allowance for this task.

#### **Products**

- Final Initial Study (One Single-Sided Reproducible, 15 bound hard-copies and up to 25 Electronic Copies on CD)
- MMRP (Included as part of Final Initial Study)
- Assist in the Preparation and Filing of NOD

#### **Task 5: Meetings and Management Coordination**

The cost estimate for Task 5 provided in the table below includes meetings projected to occur as part of Tasks 1 through 4. Included within this task are one kick-off meeting at project initiation and potentially three public meeting/hearings subsequent to public review. Additional meetings will be attended on a time and materials basis at the District's discretion.

#### **PROPOSED FEES**

Based on our understanding of the project and the scope of work provided above, our estimated fee to prepare the Initial Study and associated documentation includes PCR labor in the amount of \$18,000, direct expenses in the amount of \$1,300 and subconsultant expenses in the amount of \$5,600. The breakdown of this fee by task is provided in the table below. PCR reserves the right to transfer fees among line items, as budget flexibility is needed to respond to shifts in effort that invariably occur due to unexpected circumstances.

Should the need arise for additional professional services beyond those set forth in the scope of services due to changes in the process or the regulatory environment, PCR will request written authorization from the District to proceed prior to the initiation of the additional services. Factors triggering an increase in the scope of services and a revised fee may include, but are not necessarily limited to: modifications in the project after the Project Description has been drafted; in-depth analysis of technical issues other than those identified in this scope of work; revisions due to changes in the technical reports prepared by others; more District comments or meetings than contemplated; more public comments than contemplated; production of additional documents; or significant delays in the project beyond the control of PCR.



**Summary of Proposed Fees for the CNG Project**

<b>Task</b>	<b>Task Description</b>	<b>Fees</b>
1	Data Collection	\$1,100
2	Prepare First Draft of Initial Study and Supporting Documentation	
	Air Quality	\$4,000
	Hazards and Hazardous Materials	\$1,500
	Noise Analysis	\$2,800
	Other CEQA Sections	\$2,500
3	Revise to Initial Study Based on District Comments	\$1,200 <sup>a</sup>
4	Respond to Comments/Prepare Mitigation Monitoring and Reporting Program	\$1,500 <sup>a</sup>
5	Meetings and Management Coordination	\$3,400 <sup>a</sup>
	<b>Subtotal PCR Labor</b>	<b>\$18,000</b>
	<b>Subtotal Direct Expenses</b>	<b>\$1,300 <sup>b</sup></b>
	<b>Subconsultant Technical Studies</b>	
	Traffic Memorandum to be prepared by KHR Associates	\$5,600
	<b>Subtotal Subconsultant Labor</b>	<b>\$5,600</b>
	<b>TOTAL COST ESTIMATE</b>	<b>\$24,900</b>

<sup>a</sup> Dollar values are allowances; actual costs could be higher or lower. Should actual costs be lower, only actual costs will be billed. Should circumstances cause actual cost to exceed budgets for the line items, additional authorization will be sought prior to exceeding approved budgets.

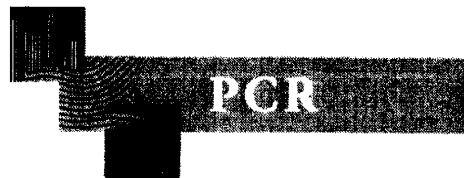
<sup>b</sup> Dollar value is an estimate and will generally be determined by the number of copies of the Initial Study that will be required.

Fees and charges will be billed on a monthly basis in accordance with PCR's 2009 Billing Rates and Expense Charges, presented in the Attachment A. Direct expenses, including but not limited to the following, will be billed at 110 percent of actual cost: reproduction, printing, and photographic costs; postage, delivery, telephone, and other communication costs when requested or approved by client; and project-related mileage necessarily incurred at the current rate per mile as defined by the Internal Revenue Service. PCR has waived our standard 10 percent mark-up on subconsultants for this contract only.

**SCHEDULE**

At the on-set of the project, PCR will attend a kick-off meeting with the District, per Task 1, above. PCR will provide the District with a Data Needs list subsequent to the start-up meeting. Following receipt of the requisite project information indicated in the data needs list prepared by PCR, a First Draft Initial Study will be completed and sent to the District within three weeks. PCR assumes that the First Draft will be reviewed by the District and comments incorporated by PCR into a Public Review Draft Initial Study within 1-2 weeks. The Public Review Draft would be circulated for a 30-day review period. Following the CEQA-required public review period, it is anticipated that preparation of responses to comments, MMRP and any associated revisions to the Initial Study materials will be completed within one week. Overall, the schedule to prepare the final Initial Study

Cary Brockman  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
August 25, 2009 - Page 10



document will be approximately 2.5 months from PCR receiving requisite project information indicated in the data needs list. The schedule for the public hearings and approvals will occur at dates to be determined by the District. PCR will notify the District at the earliest point possible if issues arise with the potential to affect the project schedule.

We look forward to establishing a working relationship with you and the District. Should you have any questions or require additional information please feel free to contact Mike Harden at (949) 753-7001 or Jay Ziff at (310) 451-4488. Thank you for considering PCR.

Sincerely,  
**PCR SERVICES CORPORATION**

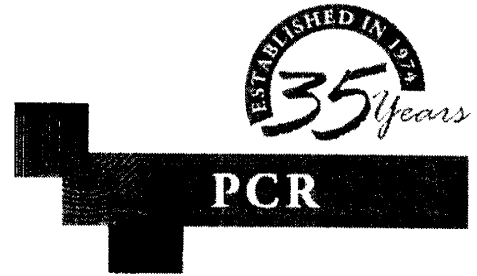
A handwritten signature in black ink, appearing to read "Mike Harden", is positioned above the printed name.

Michael P. Harden  
Principal Planner

A handwritten signature in black ink, appearing to read "Jay Ziff", is positioned above the printed name.

Jay Ziff  
Principal, Director of  
Environmental Planning & Documentation

Attachment



## ATTACHMENT – PCR 2009 BILLING RATES AND EXPENSE CHARGES

### PROFESSIONAL TIME

#### Environmental Planning & Documentation

President.....	\$270.00
Director/Principal.....	\$198.00
Principal.....	\$180.00
Associate Principal.....	\$162.00
Principal Planner.....	\$144.00
Senior Planner II.....	\$131.00
Senior Planner I.....	\$117.00
Planner.....	\$104.00
Associate Planner.....	\$90.00
Assistant Planner.....	\$77.00
Technician.....	\$63.00
Intern.....	\$50.00

#### Biological Services

Principal/Director.....	\$225.00
Associate Principal.....	\$162.00
Principal Biologist.....	\$144.00
Senior Biologist II.....	\$131.00
Senior Biologist I.....	\$117.00
Biologist.....	\$104.00
Associate Biologist.....	\$90.00
Assistant Biologist.....	\$77.00
Technician.....	\$63.00
Intern.....	\$50.00

#### Air Quality, Climate & Acoustics

Director.....	\$162.00
Principal Engineer/Scientist.....	\$144.00
Senior Engineer/Scientist II.....	\$131.00
Senior Engineer/Scientist I.....	\$117.00
Engineer/Scientist.....	\$104.00
Associate Engineer/Scientist.....	\$90.00
Assistant Engineer/Scientist.....	\$77.00
Technician.....	\$63.00
Intern.....	\$50.00



**Historic Resources**

Director .....	\$162.00
Principal Historian .....	\$144.00
Senior Historian II .....	\$131.00
Senior Historian I .....	\$117.00
Historian .....	\$104.00
Associate Historian .....	\$90.00
Assistant Historian .....	\$77.00
Technician .....	\$63.00
Intern .....	\$50.00

**Archeological & Paleontological Resources**

Director .....	\$162.00
Principal Archaeologist/Paleontologist .....	\$144.00
Senior Archaeologist/Paleontologist II .....	\$131.00
Senior Archaeologist/Paleontologist I .....	\$117.00
Archaeologist/Paleontologist .....	\$104.00
Associate Archaeologist/Paleontologist .....	\$90.00
Assistant Archaeologist/Paleontologist .....	\$77.00
Archaeological/Paleontological Technician .....	\$63.00
Intern .....	\$50.00

**Support**

Senior GIS Specialist/Senior Graphics .....	\$104.00
GIS Specialist .....	\$81.00
Graphics Specialist .....	\$81.00
Publications Specialist .....	\$72.00
Production Specialist .....	\$72.00

**DIRECT EXPENSES**

Direct expenses will be billed at 110 percent of actual cost, including but not limited to:

- Retention of subcontractors.
- Purchase or rental of project materials and special supplies.
- Reproduction, printing and photographic costs.
- Postage, delivery, telephone and other communication costs when requested or approved by client.
- Project-related mileage necessarily incurred at the prevailing Internal Revenue Service Standard Mileage Rates.


**BILLING TERMS**

- Unless other contractual terms are agreed upon, PCR invoices on a monthly basis and expects payment 30 days from date of invoice.
- PCR's scheduling commitments are made and taken seriously. However, PCR reserves the right to modify performance schedules in instances where payment of PCR invoices falls behind agreed-upon terms.
- PCR recalibrates its billing rates for professional time at the beginning of each calendar year and reserves the right to raise its billing rates for one or more professional categories by no more than 5 percent twelve months following project initiation.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 2009

TO: Dr. Roberta Mahler, Interim Superintendent

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

SUBJECT: **ADOPTION OF RESOLUTION NO. 0910-23: ESTABLISHING GANN  
LIMIT FOR 2009-10**

---

**BACKGROUND INFORMATION**

Under provisions of the Gann Amendment, the California Constitution requires that the Governing Board of each local jurisdiction establish the maximum appropriations limit—commonly called ‘Gann Limit’—each fiscal year.

Legislation enacted following the passage of Proposition 98 requires school districts to recalculate its prior year’s appropriations limit and establish its appropriations limit for the current fiscal year. Governing Boards must adopt a resolution by September 30 of each year, which states estimated appropriations limit for the current fiscal year, and the actual appropriations limit for the preceding fiscal year.

**CURRENT CONSIDERATIONS**

This agenda item seeks Board adoption of Resolution No. 0910-23, Exhibit A, which establishes the 2009-10 estimated Gann Limit at \$274,492,796 and the actual appropriations limit for 2008-09 at \$274,282,553.

Calculations and documentation supporting the Gann Limit for 2008-09 and the estimated Gann Limit for 2009-10 are attached as Exhibit B.

**FINANCIAL IMPLICATIONS**

Approval of Resolution No. 0910-23 will have no financial implications on either the 2008-09 or 2009-10 budgets.

**STAFF RECOMMENDATION**

It is respectfully recommended that the Board of Trustees adopt Resolution No. 0910-23 to establish the estimated Gann Limit for 2009-10 and the actual Gann Limit for 2008-09, Exhibit A.



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

RESOLUTION NO. 0910-23

**RESOLUTION FOR ADOPTING THE 2009-10 ESTIMATED  
GANN LIMIT AND THE 2008-09 ACTUAL GANN LIMIT**

WHEREAS, in November 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII B to the California Constitution; and

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits" for public agencies, including school districts; and

WHEREAS, the District must establish an estimated Gann Limit for the 2009-10 fiscal year, and an actual Gann Limit for 2008-09, in accordance with the provisions of Article XIII B and applicable statutory law.

NOW, THEREFORE, BE IT RESOLVED that this Board does now provide public notice that the attached calculations and documentation for the 2009-10 and 2008-09 fiscal years are made in accordance with applicable constitutional and statutory law, that the 2009-10 Gann Limit is estimated to be \$274,492,796 and the 2008-09 actual Gann Limit is \$274,282,553; and

BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the budget for the 2009-10 fiscal year do not exceed the limitations imposed by Proposition 4; and

BE IT FURTHER RESOLVED that the Superintendent provide copies of this resolution, along with appropriate attachments, to interested citizens of this District.

APPROVED AND ADOPTED this 15th day of September, 2009.

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

Approved: Superintendent of Schools  
County of Orange

By: \_\_\_\_\_



	2008-09 Calculations			2009-10 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
<b>A. PRIOR YEAR DATA</b> (2007-08 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	<b>2007-08 Actual</b>			<b>2008-09 Actual</b>		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	259,804,266.54		259,804,266.54			274,282,552.97
2. PRIOR YEAR GANN ADA (Preload/Line B9, PY column)	51,950.24		51,950.24			52,588.82
ADJUSTMENTS TO PRIOR YEAR LIMIT	<b>Adjustments to 2007-08</b>			<b>Adjustments to 2008-09</b>		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
<b>B. CURRENT YEAR GANN ADA</b> (2008-09 data should tie to Principal Apportionment Attendance Software reports)	<b>2008-09 P2 Report</b>			<b>2009-10 P2 Estimate</b>		
1. Total K-12 ADA (Form A, Line 10)	50,076.73		50,076.73	50,133.82		50,133.82
2. ROC/P ADA**	859.01		859.01	860.00		860.00
3. Total Charter Schools ADA (Form A, Line 26)	1,056.74		1,056.74	1,310.73		1,310.73
4. Total Supplemental Instructional Hours**	417,441.00		417,441.00	0.00		0.00
5. Divide Line B4 by 700 (Round to 2 decimal places)			596.34			0.00
6. TOTAL P2 ADA (Lines B1 through B3 plus B5)			52,588.82			52,304.55
OTHER ADA (From Principal Apportionment Attendance Software)						
7. Apprentice Hours - High School						
8. Divide Line B7 by 525 (Round to 2 decimal places)			0.00			0.00
9. TOTAL CURRENT YEAR GANN ADA (Sum Lines B6 plus B8)			52,588.82			52,304.55
<b>C. LOCAL PROCEEDS OF TAXES</b> TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	<b>2008-09 Actual</b>			<b>2009-10 Budget</b>		
1. Homeowners' Exemption (Object 8021)	2,109,848.98		2,109,848.98	2,109,848.00		2,109,848.00
2. Timber Yield Tax (Object 8022)	56.71		56.71	57.00		57.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	229,290,138.68		229,290,138.68	225,900,966.00		225,900,966.00
5. Unsecured Roll Taxes (Object 8042)	9,533,801.16		9,533,801.16	9,533,801.00		9,533,801.00
6. Prior Years' Taxes (Object 8043)	9,238,429.49		9,238,429.49	9,238,430.00		9,238,430.00
7. Supplemental Taxes (Object 8044)	3,901,293.35		3,901,293.35	3,901,293.00		3,901,293.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	2,937,585.17		2,937,585.17	2,937,585.00		2,937,585.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (Objects 8047 & 8625) (Only if not counted in redevelopment agency's limit)	0.00		0.00	0.00		0.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-Revenue Limit Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)	(5,311,292.00)		(5,311,292.00)	(6,446,319.00)		(6,446,319.00)
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	251,699,861.54	0.00	251,699,861.54	247,175,661.00	0.00	247,175,661.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	251,699,861.54	0.00	251,699,861.54	247,175,661.00	0.00	247,175,661.00

	2008-09 Calculations			2009-10 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>EXCLUDED APPROPRIATIONS</b>						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			3,540,457.00			3,231,345.00
<b>OTHER EXCLUSIONS</b>						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			3,540,457.00			3,231,345.00
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>						
24. Revenue Limit State Aid - Current Year (Object 8011)	29,138,234.00		29,138,234.00	0.00		0.00
25. Revenue Limit State Aid - Prior Years (Object 8019)	350,920.00		350,920.00	0.00		0.00
26. Supplemental Instruction - CY (Res. 0000, Object 8311)**	0.00		0.00	0.00		0.00
27. Supplemental Instruction - PY (Res. 0000, Object 8319)**	0.00		0.00	0.00		0.00
28. Comm Day Sch Addl Funding - CY (Rs. 2430, Ob 8311)**	34,245.00		34,245.00	0.00		0.00
29. Comm Day Sch Addl Funding - PY (Rs. 2430, Ob 8319)**	(1,174.00)		(1,174.00)	0.00		0.00
30. ROC/P Apportionment - CY (Res. 6350, Object 8311)**	0.00		0.00	0.00		0.00
31. ROC/P Apportionment - PY (Res. 6350, Object 8319)**	0.00		0.00	0.00		0.00
32. Charter Schs. Gen. Purpose Entitlement (Object 8015)	0.00		0.00	0.00		0.00
33. Charter Schs. Categorical Block Grant (Object 8480)**	0.00		0.00	0.00		0.00
34. Class Size Reduction, Grades K-3 (Object 8434)	14,483,281.00		14,483,281.00	7,853,825.00		7,853,825.00
35. Class Size Reduction, Grade 9 (Object 8435)**	0.00		0.00	0.00		0.00
36. SUBTOTAL STATE AID RECEIVED (Lines C24 through C35)	44,005,506.00	0.00	44,005,506.00	7,853,825.00	0.00	7,853,825.00
<b>ADD BACK TRANSFERS TO COUNTY</b>						
37. County Office Funds Transfer (Form RL, Line 32)	2,221,122.00		2,221,122.00	2,051,820.00		2,051,820.00
38. TOTAL STATE AID (Lines C36 plus C37)	46,226,628.00	0.00	46,226,628.00	9,905,645.00	0.00	9,905,645.00
<b>DATA FOR INTEREST CALCULATION</b>						
39. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	406,242,744.27		406,242,744.27	347,678,185.00		347,678,185.00
40. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	1,672,803.28		1,672,803.28	1,110,000.00		1,110,000.00
<b>APPROPRIATIONS LIMIT CALCULATIONS</b>	<b>2008-09 Actual</b>			<b>2009-10 Budget</b>		
<b>D. PRELIMINARY APPROPRIATIONS LIMIT</b>						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			259,804,266.54			274,282,552.97
2. Inflation Adjustment			1.0429			1.0062
3. Program Population Adjustment (Lines B9 divided by [A2 plus A7]) (Round to four decimal places)			1.0123			0.9946
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			274,282,552.97			274,492,796.03
<b>APPROPRIATIONS SUBJECT TO THE LIMIT</b>						
5. Local Revenues Excluding Interest (Line C18)			251,699,861.54			247,175,661.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B9 or \$2,400; but not greater than Line C38 or less than zero)			6,310,658.40			6,276,546.00
b. Maximum State Aid in Local Limit (Lesser of Line C38 or Lines D4 minus D5 plus C23; but not less than zero)			26,123,148.43			9,905,645.00
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			26,123,148.43			9,905,645.00
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C40 divided by [Lines C39 minus C40] times [Lines D5 plus D6c])			1,148,733.99			823,388.48
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			252,848,595.53			247,999,049.48
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C38 or less than zero)			24,974,414.44			9,905,645.00
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			252,848,595.53			
b. State Subventions (Line D8)			24,974,414.44			
c. Less: Excluded Appropriations (Line C23)			3,540,457.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			274,282,552.97			

	2008-09 Calculations			2009-10 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>10. Adjustments to the Limit Per Government Code Section 7902.1</b> (Line D9d minus D4; if negative, then zero)  If not zero report amount to: Michael C. Genest, Director State Department of Finance Attention: School Gann Limits State Capitol, Room 1145 Sacramento, CA 95814			0.00			
<b>Summary</b>						
<b>11. Adjusted Appropriations Limit</b> (Lines D4 plus D10)			274,282,552.97			274,492,796.03
<b>12. Appropriations Subject to the Limit</b> (Line D9d)			274,282,552.97			

\* Please provide below an explanation for each entry in the adjustments column.  
 \*\* The reporting for this item may have been affected by SBX3 4 (Chapter 12, Statutes of 2009). Manual adjustment may be required. Refer to the SACS Software User Guide (press F1 from the open form) for detailed instructions.

Philippa Gelger  
Gann Contact Person


(949) 234 9316  
Contact Phone Number



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 2009

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

FROM: Ron Lebs, Deputy Superintendent, Business & Support Services 

SUBJECT: **APPROVAL: IRS REQUIRED RESTATEMENT OF THE PARS-ARS PLAN**

---

**BACKGROUND INFORMATION**

In September 2001, Capistrano Unified School District contracted with Public Agency Retirement Services (PARS) to provide the administrative services of the PARS Alternate Retirement System (PARS-ARS), a qualified retirement plan, to our seasonal and part-time employees. The PARS-ARS system is an alternative to social security. Any new part-time or seasonal employees not enrolled in PERS or STRS are automatically enrolled in PARS-ARS. The district is not charged any fees for the trust services of PARS.

**CURRENT CONSIDERATIONS**

The Internal Revenue Service has developed a new system to amend and restate their qualified retirement plans every five or six years. By amending the current plan, Exhibit A, PARS can capture and add all the newest IRS rules and laws that were made permanent in 2006.

There is also an option to submit the plan to the IRS so that the district can obtain its own letter of determination. PARS strongly recommends this in order to obtain the maximum assurance of the plan's qualified status. PARS will prepare and file the application for an individual letter of determination on our behalf.

By amending the retirement plans, PARS is also updating our Retirement Plan Agreement and Terms, Exhibit B. They are updating language and the distribution fees charged to the employees. The current term of the agreement would remain the same and is on a year-to-year basis.

**FINANCIAL IMPLICATIONS**

The only financial implications to the district would be if the district opted for PARS to submit the application for a letter of determination. This cost would be \$750 for legal and application fees.

**STAFF RECOMMENDATION**

It is strongly recommended that the Board approve the IRS Required Restatement of the PARS-ARS plan, Exhibit A, the updated Retirement Plan Agreement and Terms, Exhibit B, and also the fees for the individual letter of determination from the IRS.



August 24, 2009

Roberta Mahler  
Interim Superintendent  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

**Subject: IRS Required Restatement of the PARS-ARS Plan**

Dear Dr. Mahler:

The Internal Revenue Service has developed a new cyclical system for amending plans and obtaining determination letters. The new system requires employers to amend and restate their qualified retirement plans every five or six years, depending on the plan type. Volume submitter plan documents, like your Capistrano Unified School District PARS Alternate Retirement System (PARS-ARS) plan document, have been placed on a six year amendment cycle. The IRS window for amending and restating your plan document and reapplying for an updated IRS Letter of Determination is now open.

In response to the required IRS restatement process, we have worked together with our legal counsel, O'Melveny and Myers, LLP, to amend and restate the PARS-ARS volume submitter plan document. Many of the required changes reflect the 2002 EGTRRA provisions made permanent by the Pension Protection Act of 2006. Our PARS-ARS volume submitter plan document has recently been approved by the IRS and received an Advisory Letter issued on March 31, 2008 (enclosed). After receiving the approval letter, the IRS issued an additional amendment which we have enclosed.

Please take the time to review the enclosed plan document with your legal counsel. We have enclosed two copies of the plan document and two copies of the plan amendment. Please sign and date each of the enclosed documents and return one original of the plan document and plan amendment in the enclosed envelope no later than **September 30, 2009**.

The advantage of a volume submitter plan format is that your agency can, for most purposes, rely on the Advisory Letter instead of applying for an individual Letter of Determination. However, we strongly recommend that your agency request an IRS Letter of Determination in order to obtain the maximum assurance of your Plan's qualified status.

At your discretion and request, PARS and O'Melveny and Myers will prepare and file an application for an individual Letter of Determination for your agency. Volume submitter applications for Letters of Determination are processed on an expedited basis and for a significantly reduced IRS filing fee.

5141 California Ave., Ste. 150

Irvine, CA 92617-3069

800.540.6369

fax 949.823.9900

www.pars.org

Dr. Mahler  
Superintendent  
August 24, 2009  
Page Two

The cost to process an individual request for a Letter of Determination, which includes the IRS filing fees and Power of Attorney services, is \$750. **If you would like to apply, please let us know by initialing the last page of the enclosed Plan document. PARS will prepare the application and forward it to you along with the corresponding invoice.**

We understand that every minute of your time is valuable; therefore, we have taken many steps to facilitate this IRS-required task for you and your staff. If you have any questions about this restatement process, please feel free to contact me at (800) 540-6369 x132 or by email at [svolcan@pars.org](mailto:svolcan@pars.org).

Sincerely,



Shauna Volcan  
Senior Manager, Plan Implementation

Enclosure(s)

cc: Dennis Yu, PARS

---

Public Agency Retirement Services is not licensed to provide tax, accounting or legal advice. We submit these documents with the understanding that they will receive proper review by the appropriate legal counsel.



DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
WASHINGTON, D.C. 20224

TAX EXEMPT AND  
GOVERNMENT ENTITIES  
DIVISION

Plan Description: Volume Submitter Profit Sharing Plan  
FFN: 315D0050001-000 Case: 200600128 EIN: 33-0542454  
Letter Serial No: M579920a  
Date of Submission: 01/23/2006

PHASE II SYSTEMS  
5141 CALIFORNIA AVENUE SUITE 150  
C/O ANDREA BIVENS  
IRVINE, CA 92617

Contact Person:  
Janell Hayes/Letitia Young  
Telephone Number:  
513-263-3602/513-263-3584  
In Reference To:  
TEGE:EP:7521  
Date: 03/31/2008

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 401 of the Internal Revenue Code for use by employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to adopting employers if the practitioner is authorized to amend the plan on their behalf, to each employer who adopts this plan.

This letter considers the changes in qualification requirements contained in the 2004 Cumulative List of Notice 2004-84, 2004-2 C.B. 1030.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an employer's plan qualifies under Code section 401(a). However, an employer that adopts this plan may rely on this letter with respect to the qualification of its plan under Code section 401(a), as provided for in Rev. Proc. 2005-16, 2005-1 C.B. 674 and outlined below. Please review Announcement 2008-23 I.R.B. 2008-14 to determine the items necessary for filing an application for a determination letter if one is required for reliance, or is otherwise desired. The terms of the plan must be followed in operation. Generally, the employer may request a determination letter by filing an application with Employee Plans Determinations on Form 5307, Application for Determination for Adopters of Master or Prototype or Volume Submitter Plans.

Except as provided below, our opinion does not apply with respect to the requirements of: (a) Code sections 401(a)(4), 401(l), 410(b) and 414(s). Our opinion does not apply for purposes of Code section 401(a)(10)(B) and section 401(a)(16) if an employer ever maintained another qualified plan for one or more employees who are covered by this plan. For this purpose, the employer will not be considered to have maintained another plan merely because the employer has maintained another defined contribution plan(s), provided such other plan(s) has been terminated prior to the effective date of this plan and no annual additions have been credited to the account of any participant under such other plan(s) as of any date within the limitation year of this plan. See section 19.02(1) of Rev. Proc. 2005-16, 2005-1 C.B. 674 regarding volume submitter defined contribution plans and the repeal of Code section 415(e). Our opinion also does not apply for purposes of Code section 401(a)(16) if, after December 31, 1985, the employer maintains a welfare benefit fund defined in Code section 419(e), which provides postretirement medical benefits allocated to separate accounts for key employees as defined in Code section 419A(d)(3), or an individual medical account as defined in Code section 415(l)(2).

Letter 4335

Our opinion applies with respect to the requirement of Code section 410(b) if 100 percent of all nonexcludable employees benefit under the plan. Employers that elect a safe harbor allocation formula and a safe harbor compensation definition can also rely on an advisory letter with respect to the nondiscriminatory amounts requirement under Code section 401(a)(4).

This letter is not a ruling with respect to the tax treatment to be accorded contributions which are picked up by the governmental employing unit within the meaning of section 414(h)(2) of the Internal Revenue Code.

If you, the volume submitter practitioner, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the practitioner. Individual participants and/or adopting employers with questions concerning the plan should contact the volume submitter practitioner. The plan's adoption agreement, if applicable, must include the practitioner's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely yours,



Andrew Zuckerman  
Director,  
Employee Plans Rulings and Agreements

**THE CAPISTRANO UNIFIED SCHOOL DISTRICT**

**PUBLIC AGENCY RETIREMENT SYSTEM**

**ALTERNATE RETIREMENT SYSTEM**

**(PARS-ARS)**

**AMENDED AND RESTATED**

**EFFECTIVE JANUARY 1, 2002**

## TABLE OF CONTENTS

### Page

INTRODUCTION .....	2
DEFINITIONS.....	4
ELIGIBILITY REQUIREMENTS FOR PARTICIPATION .....	8
2.1 Time of Participation .....	8
2.2 Termination of Participation.....	8
2.3 Effect of Transfer to Ineligible Employment.....	8
2.4 In Service Distributions .....	8
CONTRIBUTIONS .....	9
3.1 Amount of Employer Contributions .....	9
3.2 Amount of Employee Contributions.....	9
3.3 Administrative Expenses .....	9
3.4 Allocation of Administrative Expenses .....	9
3.5 Limits on Annual Additions.....	9
3.6 Vesting .....	10
3.7 Investment in Accordance With Act.....	10
3.8 Reversions.....	10
FUNDING AND VALUATION .....	11
4.1 Funding .....	11
4.2 Valuation.....	11
4.3 Type and Nature of Plan and Trust.....	11
VESTING .....	12
5.1 Vesting in Employer Contribution Account .....	12
5.2 Vesting in Employee Contribution Account.....	12
5.3 Full or Partial Termination.....	12
DISTRIBUTION OF BENEFITS.....	13
6.1 Incidental Death Benefits.....	13
6.2 Amount of Distribution.....	13
6.3 Lump Sum Distributions.....	13
6.4 Time of Distribution .....	14
6.5 Participant's Rights Not Subject To Execution.....	14

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
6.6 Unclaimed Benefits.....	14
6.7 Direct Rollovers .....	14
6.8 Military Service .....	15
DEATH BENEFITS .....	16
7.1 Designation of Beneficiary .....	16
7.2 Married Participant .....	16
7.3 Spouse's Signature .....	16
7.4 Default Beneficiary .....	16
7.5 Domestic Partners .....	16
ADMINISTRATION AND AMENDMENT OF PLAN.....	18
8.1 Designation of Plan Administrator .....	18
8.2 Rules and Regulations.....	18
8.3 Amendment and Termination .....	18
APPENDIX A ANNUAL ADDITION LIMITS .....	19

## INTRODUCTION

The Capistrano Unified School District (the "Employer") has adopted this tax qualified governmental volume submitter profit sharing plan for the benefit of its Eligible Employees. This document is a full and complete amendment and restatement of the Capistrano Unified School District PARS Alternate Retirement System Plan.

It is intended that this Plan and the Trust established to hold the assets of the Plan shall be qualified under Section 401(a) and tax-exempt under Section 501(a) of the Internal Revenue Code of 1986, together with any amendments thereto ("Code"). It is also intended that this Plan and the Trust established hereunder shall meet the requirements of a pension trust under California Government Code sections 53215 - 53224, or their successor section. At any time prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries under the Trust created pursuant to this Plan, the Trust assets shall not be used for, or diverted to, purposes other than the exclusive benefit of Participants or their Beneficiaries, as prescribed in Section 401(a)(2) of the Code.

It is intended that the Plan satisfy the requirements of the applicable provisions of the Uruguay Round Agreements Act, the Small Business Job Protection Act, the Taxpayer Relief Act of 1997, and the Uniformed Service Employment and Reemployment Rights Act of 1994 (commonly referred to as the "GUST" amendments) and that the provisions of this restated Plan reflecting the GUST amendments are hereby made effective as of the dates required by the legislation referred to in this sentence.

It is further intended that the Plan satisfy the requirements of the applicable provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 and the related requirements of the revisions to Section 401(a)(9) of the Code (commonly referred to

as "EGTRRA") and that the provisions of this restated Plan reflecting EGTRRA are hereby made effective as of the dates required by the legislation referred to in this sentence.

**ARTICLE I**  
**DEFINITIONS**

- 1.1 **"Act"** means California Government Code Sections 53215 - 53224.
- 1.2 **"Aggregate Account"** means, with respect to each Participant, the value of all accounts maintained on behalf of the Participant, whether attributable to Employer or Employee contributions.
- 1.3 **"Amended Effective Date"** means January 1, 2002.
- 1.4 **"Beneficiary"** means the person, trust or other entity to whom a share of a deceased Participant's Aggregate Account is payable.
- 1.5 **"Code"** means the Internal Revenue Code of 1986 as amended from time to time.
- 1.6 **"Compensation"** means all compensation for that portion of the Plan Year during which the Employee was a Participant, paid in cash by the Employer to the Participant for personal services. Further, the Employer as defined in Section 1.12 hereof, defines compensation as "Gross Wages"-- defined as all remuneration to a Participant by the Employer that is reportable on Form W-2, together with any amounts contributed to an individual annuity contract under Section 403(b) of the Code or deferred under an eligible deferred compensation plan under Section 457 of the Code or contributed to a cafeteria plan under Section 125 of the Code or paid as a qualified transportation fringe under Section 132(f)(4) of the Code. Compensation in excess of \$150,000 shall be disregarded. Such amount shall be adjusted for increases in the cost of living in accordance with Code Section 401(a)(17)(B) except that the dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the compensation limit shall be an amount equal to the compensation limit for the calendar year in which the Plan Year begins multiplied by a ratio obtained by dividing the number of full months in the short Plan Year by twelve (12). The limitation on the maximum amount of compensation that may be taken into account under the Plan, as set forth in this definition of compensation, shall apply for Plan Years beginning after December 31, 1995, or 90 days after the opening of the first legislature session on or after January 1, 1996. The annual compensation of each Participant, as defined above by the Employer, taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. The preceding sentence shall not apply to any Participant eligible for a higher limit on annual compensation under the transition rule described in Section 1.401(a)(17)-1(d)(4)(ii) of the Treasury Regulations.
- 1.7 **"Effective Date"** means October 1, 2001.

- 1.8 **"Eligible Class of Employees"** means the eligible class of employees as provided herein and in the applicable governing board policies and regulations promulgated thereunder by the Employer.
- 1.9 **"Eligible Employee"** means all of those Employees of the Employer whose Participation in this Plan is not prohibited or restricted by the provisions of a collective bargaining agreement or another plan or retirement system maintained by the Employer. Employees who are exempt from coverage under Social Security by federal law or regulation shall not be eligible employees.
- 1.10 **"Employee"** means an employee of the Employer.
- 1.11 **"Employee Contribution Account"** means the account by that name established pursuant to Section 3.2 hereof.
- 1.12 **"Employer"** means the Capistrano Unified School District that has adopted this Plan.
- 1.13 **"Employer Contribution Account"** means the account by that name established pursuant to Section 3.1 hereof.
- 1.14 **"Inactive Participant"** means a Participant who is no longer eligible to participate because he is no longer in a class of Employees eligible to participate in this Plan but is still employed by the Employer.
- 1.15 **"Ineligible Employee"** means all of those Employees of the Employer whose Participation in this Plan is prohibited or restricted by the provisions of a collective bargaining agreement, another plan or retirement system maintained by the Employer, or exempt from coverage under Social Security by federal law or regulation.
- 1.16 **"Investment Manager"** means the entity appointed by the Employer as the investment manager under the Plan.
- 1.17 **"Limitation Year"** means the limitation year under Section 3.5 hereof and shall mean the Plan Year.
- 1.18 **"Normal Retirement Age"** means sixty (60) years of age.
- 1.19 **"Normal Retirement Date"** means the first day of the month coincident with or next following the date on which the Participant attains Normal Retirement Age.
- 1.20 **"Participant"** means a Participant under Article II hereof.
- 1.21 **"Participant Aggregate Accounts"** means the accounts by that name established pursuant to Article III hereof.
- 1.22 **"Participant Contributions"** means contributions made on behalf of the Participant by the Employer as Pick Up Contributions.

- 1.23 **"Participant Contribution Account"** means the value of the Participant's interest in this Plan that is attributable to Pick Up Contributions and/or Participant after tax Contributions.
- 1.24 **"PERS"** means the California Public Employees' Retirement System.
- 1.25 **"Pick Up Contributions"** means Participant contributions made by the Employer on behalf of the Participant pursuant to Section 414(h) of the Internal Revenue Code. Pick Up Contributions shall not under any circumstances be paid to the Participant or be directed by the Participant for any purpose except as Pick Up Contributions to this Plan. The Employer may make Pick Up Contributions through a reduction in salary, an offset against future salary increases, or a combination of the two.
- 1.26 **"Plan"** means the Capistrano Unified School District PARS Alternate Retirement System.
- 1.27 **"Plan Administrator"** means the individual or position designated by the Employer to act on behalf of the Employer in matters relating to this Plan. If no designation is made, the Employer shall be the Plan Administrator. If a Plan Administrator has been appointed, the word "Employer" as used in this Plan shall mean Plan Administrator unless the context indicates a different meaning is intended.
- 1.28 **"Plan Year"** means the consecutive twelve month period beginning on July 1 and ending on June 30.
- 1.29 **"Public Agency"** means an employer authorized under California Government Code Article 1.5, Sections 53215 through 53224 to establish a pension trust.
- 1.30 **"Regulations"** means the regulations adopted or proposed by the Department of Treasury from time to time pursuant to the Code.
- 1.31 **"Retirement System"** means any plan that meets the requirements for a retirement system under Section 3121(b)(7)(F) of the Code and the final regulations thereunder.
- 1.32 **"Social Security"** means the Social Security program as set forth in Title 42 of the United States Code, Section 301 et seq.
- 1.33 **"STRS"** means the California State Teachers' Retirement System.
- 1.34 **"Trust"** means the trust established as part of the Public Agency Retirement Trust to hold the assets of the Plan.
- 1.35 **"Trustee"** means the trustee of the Trust.

- 1.36 **"Valuation Date"** means the last day of the Plan Year or such other day on which the assets of the Trust are valued and the value of each Participant's Aggregate Account is determined.
- 1.37 **"Vested"** means the nonforfeitable portion of any account maintained on behalf of a Participant.

## **ARTICLE II**

### **ELIGIBILITY REQUIREMENTS FOR PARTICIPATION**

#### **2.1 Time of Participation**

An Eligible Employee shall participate in this Plan on each day during which the Employee is not accruing a benefit under Social Security or another Retirement System provided and maintained by the Employer.

#### **2.2 Termination of Participation**

A Participant shall cease to be a Participant on the date on which the Participant begins to participate in another Retirement System or the date of his termination of employment as determined by the Employer.

#### **2.3 Effect of Transfer to Ineligible Employment**

If a Participant is no longer an Eligible Employee and becomes an Ineligible Employee, such Employee will participate immediately upon returning to the Eligible Class of Employees. Such participation shall commence as of the first day of such eligible employment.

#### **2.4 In Service Distributions**

A Participant who is no longer eligible to participate because he is no longer in the class of eligible employees, but who has not terminated employment with the Employer, shall become an Inactive Participant and shall remain such for twenty-four (24) months after which his interest in the Plan will be distributed to him.

## **ARTICLE III**

### **CONTRIBUTIONS**

#### **3.1 Amount of Employer Contributions**

There is hereby created and established and shall be maintained by the Plan Administrator the Employer Contribution Account. For each day that an Employee remains a Participant under this Plan, the Employer shall make a contribution of one and three-tenths percent (1.3%) of Compensation. Such contribution shall be made no later than the close of the Plan Year. This amount shall be credited to the Employer Contribution Account. Employer Contributions will be allocated to each Participant in the ratio that such Participant's compensation bears to the compensation of all Participants.

#### **3.2 Amount of Employee Contributions**

There is hereby created and established and shall be maintained by the Plan Administrator the Employee Contribution Account. For each day that an Employee remains a Participant under this Plan, the Employee shall make a contribution of six and two-tenths percent (6.2%) of Compensation. Such contribution shall be credited to the Employee Contribution Account. In accordance with Section 414(h) of the Code and Sections 1.22 and 1.25 of this Plan, the contributions required under this Section 3.2 shall be Pick Up Contributions.

#### **3.3 Administrative Expenses**

In accordance with Section 53217 of the Act the Employer may make contributions to the Trust sufficient to defray all or part of the expenses of administering the Plan or may pay such expenses directly.

#### **3.4 Allocation of Administrative Expenses**

If the Employer chooses not to pay the expenses of administering this Plan, such expenses shall be charged ratably against the Participants' Aggregate Accounts.

#### **3.5 Limits on Annual Additions**

(a) Notwithstanding anything else to the contrary, annual additions credited to a Participant's Account during a Limitation Year (i.e. Plan Year) shall not exceed the lesser of \$30,000 (adjusted as permitted by Section 415(d)(1) of the Code and Regulations issued thereunder) or 25 percent of the Participant's Compensation. This Section 3.5 shall be construed and interpreted in accordance with the provisions of Appendix A attached hereto.

(b) Effective for the Plan Years beginning after December 31, 2001, annual additions credited to a Participant's Account during a Limitation Year shall not exceed the lesser of \$40,000 (adjusted as permitted by Section 415(d) of the Code and Regulations issued thereunder) or 100 percent of Section 415 Compensation (provided that such 100 percent

limitation shall not apply to any contributions for medical benefits after separation from service, within the meaning of Section 401(h) or Section 419A(f)(2) of the Code) including compensation not includible in the Participant's taxable income by reason of Code Sections 125, 132(f)(4) or 457.

### **3.6 Vesting**

A Participant will be fully vested in his Aggregate Account at all times. If the Plan's vesting schedule is amended or the Plan is amended in any way that directly or indirectly affects the computation of a Participant's nonforfeitable percentage, or if the Plan is deemed amended by an automatic change to or from a top-heavy vesting schedule, each Participant with at least three years of service with the Employer may elect within a reasonable period of time after the adoption of the amendment or change to have his nonforfeitable percentage computed under the Plan without regard to the amendment or change.

### **3.7 Investment in Accordance With Act**

All contributions, interest earned, and any assets of the Plan shall at all times be invested and managed in accordance with the requirements of the Act.

### **3.8 Reversions**

The Employer shall have the right to a reversion of assets from this Plan if (1) a contribution is conditioned upon the initial qualification of the Plan, a timely determination letter request is filed, and the Plan receives an adverse determination, or (2) the reversion is due to a good faith mistake of fact, or (3) the contribution is conditioned on its deductibility under Section 404 of the Code.

## **ARTICLE IV**

### **FUNDING AND VALUATION**

#### **4.1 Funding**

In accordance with Section 53216 of the Act, the assets of the Plan shall be held in a trust or invested in an insurance contract which may or may not be held in a trust. Subject to Sections 53216.1, 53216.5 and 53216.6 of the Act for the purpose of funding this Plan, the Employer shall provide the Trustee or investment manager with written direction on how to invest the assets of the Plan. Notwithstanding anything to the contrary contained in the trust agreement, in-kind contributions shall not be permissible under the Plan.

#### **4.2 Valuation**

The value of a Participant's Employer Contribution Account and Employee Contribution Account shall be determined annually on a date hereafter referred to as a Valuation Date. As of each Valuation Date there shall be determined the amount of the investment gain or loss to be credited to the total of all assets held for Employer Contribution Accounts and Employee Contribution Accounts during the period since the preceding Valuation Date. The total adjustment shall be allocated among all of the individual Participant and Inactive Participant Accounts as of the current Valuation Date. The assets of the Trust shall be valued annually at fair market value. On the Valuation Date, the earnings and losses of the Trust will be allocated to each Participant and Inactive Participant.

#### **4.3 Type and Nature of Plan and Trust**

Neither the faith and credit nor the taxing power of the Employer, the State of California or any other political subdivision thereof other than the Employer is pledged to the distribution of benefits hereunder. Except for contributions and other amounts hereunder, no other amounts are pledged to the distribution of benefits hereunder. Distributions of benefits are neither general nor special obligations of the Employer, but are payable solely from contributions, as more fully described herein. No Employee or Beneficiary may compel the exercise of the taxing power by the Employer. Distributions of benefits are not a debt of the Employer, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory limitation or restriction. Distributions are not a legal or equitable pledge, charge, lien or encumbrance, upon any of the Employer's property, or upon any of its income, receipts or revenues, except amounts in the accounts which are, under the terms of this Plan and the Act, set aside for distributions of benefits. Neither the Participants of the legislative body of the Employer nor its officers, employees, agents or volunteers are liable hereunder. Benefits under the Plan may not be assigned or alienated except to the extent allowable under IRC Sections 401(a)(13) and 414(p).

## **ARTICLE V**

### **VESTING**

#### **5.1 Vesting in Employer Contribution Account**

Each Participant shall be one hundred percent (100%) Vested in his Employer Contribution Account at all times.

#### **5.2 Vesting in Employee Contribution Account**

Each Participant shall be one hundred percent (100%) Vested in his Employee Contribution Account at all times.

#### **5.3 Full or Partial Termination**

Notwithstanding the vesting schedule in 5.1 and 5.2, upon the complete discontinuance of Employer contributions to the Plan or upon any full or partial termination of the Plan, all amounts credited to the account of any affected Participant shall become one hundred percent (100%) Vested and shall not thereafter be subject to forfeiture for any reason.

## ARTICLE VI

### DISTRIBUTION OF BENEFITS

#### 6.1 Incidental Death Benefits

(a) Distributions from the Plan shall be made in accordance with Section 401(a)(9) of the IRC, including the incidental death benefits under Section 401(a)(9)(G) and the regulations thereunder. The required beginning date of benefit payments that represent the entire interest of the Participant shall be as follows:

(b) Effective January 1, 1997, a Participant shall have the option of commencing distributions by April 1 following age 70½ or deferring payment until actual retirement.

(c) Except as otherwise provided, this Section 6.1 shall apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year. All distributions required under this Section 6.1(c) will be determined and made in accordance with the Treasury Regulations promulgated under Section 401(a)(9) of the Code.

(i) Time and Manner of Distribution.

(A) Required Beginning Date. The Participant's entire interest will be distributed to the Participant no later than the Participant's Required Beginning Date.

(B) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed no later than December 31 of the calendar year immediately following the calendar year in which the Participant died.

(C) Forms of Distribution. The Participant's interest shall be distributed in the form of a single sum on or before the Required Beginning Date.

(D) Required Beginning Date. The April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or, if the Participant opts to defer payment until retirement, the April 1 of the calendar year following the calendar year in which the Participant actually retires.

#### 6.2 Amount of Distribution

A Participant who terminates employment for any reason shall be entitled to one hundred percent (100%) of the value of his Aggregate Account determined as of the most current Valuation Date.

#### 6.3 Lump Sum Distributions

All distributions shall be made in a lump sum payment in cash constituting the entire value of the distributee's Aggregate Account.

#### **6.4 Time of Distribution**

Unless otherwise specified herein, benefits shall become distributable to a Participant (or the Participant's Beneficiary in any case of the Participant's death) upon any termination of the Participant's employment by reason of resignation, discharge, retirement, disability, or death. This Plan does not provide for mandatory distributions of any amount. Therefore, no distribution is made (regardless of the amount of the distribution) without the consent of the Participant (or the Participant's Beneficiary in any case of the Participant's death).

#### **6.5 Participant's Rights Not Subject To Execution**

The right of a Participant to a benefit under this Plan is not subject to execution or any other process whatsoever, except to the extent permitted by Section 704.110 of the Code of Civil Procedure of the State of California and is unassignable.

#### **6.6 Unclaimed Benefits**

Each Participant and Beneficiary of a deceased Participant shall file with the Plan Administrator from time to time in writing, his or her home address and each change of home address. Any communication shall be addressed to the Participant or the Beneficiary at his or her last home address filed with the Plan Administrator, or if no such address was filed, then at his or her last home address as shown on the Agency's records, shall be binding on the Participant or Beneficiary for all purposes of the Plan. The Plan Administrator shall not be obligated to search for or ascertain the whereabouts of any Participant or Beneficiary, and the Participant's Accrued Benefit shall be subject to the abandoned property law of the applicable jurisdiction.

#### **6.7 Direct Rollovers**

This section applies to all distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Plan, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

##### **(a) Definitions**

##### **(i) Eligible Rollover Distribution**

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee including hardship amounts received after December 31, 1998, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Section

401(a)(9) of the Internal Revenue Code, any hardship distribution, and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(ii) Eligible Retirement Plan

An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, or a qualified trust described in Section 401 (a) of the Code that accepts the distributee's eligible rollover distribution. An eligible retirement plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan.

(iii) Distributee

A distributee includes an Employee or former Employee, the Employee's or former Employee's surviving spouse, and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

(iv) Direct Rollover

A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

## **6.8 Military Service**

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

## **ARTICLE VII**

### **DEATH BENEFITS**

#### **7.1 Designation of Beneficiary**

Each Participant and Inactive Participant shall have the right to designate a Beneficiary to receive the death benefits that are payable from this Plan. Such designation must be evidenced by a written instrument filed with the Employer on a form prescribed by the Employer and signed by the Participant.

#### **7.2 Married Participant**

The Beneficiary for a married Participant shall at all times be the Participant's spouse and may not be changed to someone other than such spouse unless the consent of such spouse is provided upon a written form witnessed by a duly authorized Plan representative or a notary public and acceptable to the Employer. If no such designation is on file with the Employer at the time of the death of the Participant, or if for any reason at the sole discretion of the Employer such designation is defective, then the spouse of such Participant shall be conclusively deemed to be the Beneficiary designated to receive such benefit.

#### **7.3 Spouse's Signature**

The signature of the Participant's spouse shall be required on a designation of beneficiary form if the spouse is not the Beneficiary, unless the Participant declares in writing that one of the following conditions exists:

- (a) The Participant is not married;
- (b) The Participant does not know and has taken all reasonable steps to determine the whereabouts of the spouse;
- (c) The spouse is incapable of executing the acknowledgement because of an incapacitating mental or physical condition.

#### **7.4 Default Beneficiary**

In the event the Participant dies and is not survived by a spouse, the Aggregate Account shall pass by the laws of intestacy.

#### **7.5 Domestic Partners**

Effective as of January 1, 2005, for purposes of this Article VII only: (1) all references to 'marriage' shall also include 'registered domestic partnerships,' (2) individuals in a 'registered domestic partnership' shall be considered 'married,' and (3) all references to a 'spouse' shall

also include a registered domestic partner. A 'registered domestic partner' and a 'registered domestic partnership' refer to persons and partnerships satisfying the requirements of the California Family Code and officially registered as of the date of death with the Secretary of State as such in accordance with Section 298.5 of the California Family Code.

## **ARTICLE VIII**

### **ADMINISTRATION AND AMENDMENT OF PLAN**

#### **8.1 Designation of Plan Administrator**

The Employer is the Plan Administrator under this Plan unless an individual employed by, or a position within the Employer, has been appointed by the Employer as Plan Administrator. In addition to a Plan Administrator the Employer may designate a delegatee to perform those activities relating to the Plan as specified in the written appointment of such delegatee. The term "Employer" as used in this Article shall mean the Plan Administrator or delegatee where responsibility for administration of the Plan has been given to such parties.

#### **8.2 Rules and Regulations**

The Employer shall supervise and control the operation of this Plan in accordance with its terms and may make rules and regulations for the administration of this Plan that are not inconsistent with the terms and provisions hereof. The Employer shall determine any questions arising in connection with the interpretation, application or administration of the Plan (including any question of fact relating to age, employment, compensation or eligibility of Employees) and its decisions or actions in respect thereof shall be conclusive and binding upon any and all persons and parties. The Employer's interpretations, determinations and actions taken under the Plan shall in all cases result in like treatment for Employees who are similarly situated.

#### **8.3 Amendment and Termination**

The Employer shall have the right to amend, modify or terminate this Plan at any time. In the event of the complete discontinuance of this Plan, the entire interest of each Participant affected thereby shall immediately become 100% Vested. The Employer shall not be liable for the payment of any benefits under this Plan and all benefits hereunder shall be payable solely from the assets of the Trust.

## APPENDIX A

### ANNUAL ADDITION LIMITS

Section 3.5 of the Plan shall be construed in accordance with this Appendix A. Unless the context clearly requires otherwise, words and phrases used in this Appendix A shall have the same meanings that are assigned to them under the Plan.

#### A.1 Definitions

As used in this Appendix A, the following terms shall have the meanings specified below.

**"Annual Additions"** shall mean the sum credited to a Participant's Accounts for any Plan Year of (i) Employer contributions, (ii) Employee contributions, (iii) forfeitures, and (iv) amounts credited after March 31, 1984, to an individual medical account, as defined in Section 415(1)(2) of the Code which is part of a pension and annuity maintained by the Employer.

**"Defined Benefit Plan"** means a plan described in Section 414(j) and 414(k)(2) of the Code.

**"Defined Contribution Plan"** means a plan described in Section 414(i) and 414(k)(2) of the Code.

**"Section 415 Compensation"** shall mean a Participant's wages within the meaning of Code Section 3401(a) and all other payments of compensation to the Participant by the Employer (in the course of the Employer's business) for which the Employer is required to provide the Participant a written statement under Code Sections 6041(d), 6051(a)(3) and 6052. Section 415 Compensation shall be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed. Compensation for any Limitation Year is the compensation actually paid or includible in gross income during such year. Effective January 1, 1998, "Section 415 Compensation" shall include elective deferrals as defined in Section 402(g)(3) of the Code and any amount which is contributed or deferred by the Employer at the election of an Employee and which is not includible in the gross income of the Employee by reason of Code Section 125, 132(f)(4) or 457.

#### A.2 Annual Addition Limitations

(a) The compensation limitation of Section 3.5 of the Plan shall not apply to any contribution for medical benefits (within the meaning of Section 419A(f)(2)) after separation from service which is treated as an Annual Addition. In the event that Annual Additions to all the accounts of a Participant would exceed the limitations of Section 3.5 of the Plan, they shall be reduced in the following priority: (i) return of Employee contributions to the Participant; (ii) reduction of Employer contributions.

(b) If any Employer contributes amounts on behalf of Participants covered by the Plan

to other Defined Contribution Plans, the limitation on Annual Additions provided in Article III of the Plan shall be applied to Annual Additions in the aggregate to the Plan and such other plans. Reduction of Annual Additions, where required, shall be accomplished by reducing contributions under such other plans pursuant to the directions of the fiduciary for administration of such other plans or under priorities, if any, established by the terms of such other plans, and then, if necessary, by reducing contributions under the Plan.

(c) In any case where a Participant under the Plan is also a participant under a Defined Benefit Plan or a Defined Benefit Plan and other Defined Contribution Plans maintained by the Employer, the sum of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction shall not exceed 1.0. Reduction of contributions to or benefits from all plans, where required, shall be accomplished by first reducing benefits under such other Defined Benefit Plan or plans, then by allocating any excess in the manner set out above with respect to the Plan, and finally by reducing contributions or allocating any excess contributions with respect to other Defined Contribution Plans, if any; provided, however, that adjustments necessary under this or the next preceding paragraph may be made in a different manner and priority pursuant to the agreement of the Employer and the administrators of all other plans covering such Participant, provided such adjustments are consistent with procedures and priorities prescribed by the Regulations under Section 415 of the Code. This Section A.2(c) shall not apply to Participants who are Employees on or after January 1, 2000.

(d) In the event the limitations of Section 3.5 of the Plan or subsections (a) or (b) of this Appendix A are exceeded and the conditions specified in Treasury Regulations §1.415-6(b)(6) are met, the Employer may elect to (i) allocate the excess amount to other Participants in the Plan for that Limitation Year, (ii) use the excess amount to reduce employer contributions for the Participant for future Limitation Years (to the extent the Participant remains covered by the Plan), or (iii) hold the excess amount unallocated for the Limitation Year and allocate it to all Participants in the following Limitation Year(s).

**ADOPTION OF THE AMENDED AND RESTATED  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
PARS ALTERNATE RETIREMENT SYSTEM**

The Amended and Restated Capistrano Unified School District PARS Alternate Retirement System is hereby adopted effective January 1, 2002.

BY: \_\_\_\_\_

TITLE: Superintendent

DATE: \_\_\_\_\_

---

**PLAN SUBMISSION TO THE IRS FOR A LETTER OF DETERMINATION**

The decision to submit the foregoing Plan to the IRS shall be determined by the Plan Administrator pursuant to his/her initials below:

☐ **Yes**, please submit the Plan to the IRS for an individual Letter of Determination.

☐ **No**, do not submit the Plan to the IRS for a Letter of Determination.

If answered Yes, please provide the following information:

Employer Tax ID# \_\_\_\_\_ Tax Year End \_\_\_\_\_

List all other qualified retirement plans offered by Capistrano Unified School District (e.g. PERS, STRS)

<i>Name of Qualified Plan</i>	<b>Defined Benefit or Defined Contribution</b>
PARS Supplementary Retirement Plan	Defined Benefit
PERS	Defined Benefit
STRS	Defined Benefit

**AMENDMENT  
TO  
THE CAPISTRANO UNIFIED SCHOOL DISTRICT  
PARS ALTERNATE RETIREMENT SYSTEM**

**WHEREAS**, Capistrano Unified School District (the "Agency") has previously adopted the Capistrano Unified School District PARS Alternate Retirement System (the "Plan"); and

**WHEREAS**, the Agency has the right to amend that Plan in accordance with Section 8.3 of the Plan; and

**WHEREAS**, the Agency deems it to be in the best interest of the Agency and the Plan to amend the Plan to comply with the final Regulations under Section 415 of the Internal Revenue Code.

**NOW, THEREFORE, BE IT RESOLVED**, that Appendix A of the Plan is hereby amended to comply with the final Regulations under Section 415 of the Internal Revenue Code as follows:

1. The definition of "Section 415 Compensation" is amended as follows, effective as of July 1, 2009:

**"Section 415 Compensation"** shall mean a Participant's wages within the meaning of Code Section 3401(a) and all other payments of compensation to the Participant by the Employer (in the course of the Employer's business) for which the Employer is required to provide the Participant a written statement under Code Sections 6041(d), 6051(a)(3) and 6052. Section 415 Compensation shall be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed. Compensation for any limitation year is the compensation actually paid or includible in gross income during such year. Effective January 1, 1998, "Section 415 Compensation" shall include elective deferrals as defined in Section 402(g)(3) of the Code and any amount which is contributed or deferred by the Employer at the election of an Employee and which is not includible in the gross income of the Employee by reason of Code Section 125, 132(f)(4) or 457. "Section 415 Compensation" does not include any amounts paid following a severance from employment, except amounts paid or includible in gross income by the later of 2-1/2 months after a severance from employment or the end of the Plan Year that includes the severance from employment shall be included if, absent the severance from employment, such compensation would have been paid to the Participant while the Participant continued in employment with the Employer, and such payments represent regular compensation for services during the Participant's regular working hours (or compensation for services outside the Participant's regular working hours, such as overtime or shift differential), commissions, bonuses or similar compensation.

2. Appendix A, Section A.2 (d) shall be deleted from the Plan.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2009.

Capistrano Unified School District

By: \_\_\_\_\_

Title: Superintendent

August 24, 2009

Roberta Mahler  
Interim Superintendent  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

Subject: Modification of PARS Alternate Retirement System (ARS)  
Retirement Plan Agreement and Terms

Dear Dr. Mahler:

PARS has had the privilege of serving your School District since 2001. We are committed to providing the highest quality trust administrative services to you and your part-time employees.

On a periodic basis the IRS requires that your Plan and Trust be amended and restated to comply with new federal rules and regulations. We have just completed an IRS required restatement of your Plan and those documents are included in this package.

In conjunction with our review of the plan documents we have reviewed the terms of our current service agreement. We are proposing that we also amend and restate our service agreement in conjunction with our plan document restatement process. We have enclosed for your information both the current agreement in place today and the proposed Amended and Restated Agreement for Administrative Services.

In the body of the agreement we have proposed the following:

- Updating language in Sections 7, 8 and 9 of the agreement to make the agreement more contemporary with new agreements entered into today regarding Plan Distributions, Non-Contribution Reports and Escheatment of Unclaimed Accounts.
- No change to the current term of the agreement.

5141 California Ave., Ste. 150

Irvine, CA 92617-3069

800.540.6369

fax 949.825.2870

www.pars.org

- The increase in our Distribution Fee that is charged against a participant's account upon their termination, retirement or another distributable event from \$12 to \$20. PARS has not increased this fee since 2001 and the cost of labor, materials and postage have substantially increased during the intervening period.

Currently, our fees are paid from plan assets and the enclosed Agreement reflects that. If you wish to make a change to this payment arrangement, please contact us.

Enclosed are two copies of the Amended and Restated Agreement for Administrative Services. Please sign, date and return both originals. We will return a fully executed original to your attention.

Again we very much appreciate your business and look forward to continuing to serve you in the future. I'm sure you may have questions on the enclosed materials. Please direct your questions to Shauna Volcan in our office at 800-540-6369 x132 or Jackie Hinsche at x148.

Sincerely,

  
Kevin J. Murphy  
Chief Operating Officer  
PARS

enclosures

## AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this 17 day of December, 2001, between Phase II Systems ("Phase II Systems"), a corporation organized and existing under the laws of the State of California and the Capistrano Unified School District ("Agency").

WHEREAS, Agency has adopted the Capistrano Unified School District PARS Alternate Retirement System (the "Plan") dated October 1, 2001, and is desirous of retaining Phase II Systems, as Trust Administrator to the PARS Trust, to provide administrative services;

NOW THEREFORE, the parties agree:

1. **Services.** Phase II Systems will provide the services pertaining to the Plan ("Services") as described in the exhibit attached hereto as "Exhibit 1A" in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** Phase II Systems will be compensated for performance of Services as described in the exhibit attached hereto as "Exhibit 1B".
3. **Payment Terms.** Payment for Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to Phase II Systems. In the event that the Agency chooses to make payment directly to Phase II Systems, it shall be the responsibility of the Agency to remit payment directly to Phase II Systems based upon an invoice prepared by Phase II Systems and delivered to the Agency. If payment is not received by Phase II Systems within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within ninety (90) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless Phase II Systems has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in Phase II Systems' standard fee schedule in effect at the time the services are provided, subject to the terms established in Section 3 of this Agreement. Before any such services are performed, Phase II Systems will provide the Agency with written notice of the subject services, terms, and an estimate of the associated fees.
5. **Information Furnished to Phase II Systems.** Phase II Systems will provide the Services under this Agreement contingent upon the Agency's providing Phase II Systems information ("Data"), as specified in the exhibit attached hereto as "Exhibit 1C". It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that Phase II Systems may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to Phase II Systems in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, Phase II Systems shall be under no duty to question Data received from the Agency, or compute contributions made to the Plan, or

determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. Furthermore, Phase II Systems shall not be liable for non performance of Services if such non performance is directly caused by erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner, and pursuant to the specifications in Exhibit 1C, Phase II Systems reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon written notice of ninety (90) days.

6. **In the Event of Suspension of Contributions.** In the event contributions are suspended, either temporarily or permanently, prior to the complete discharge of Phase II Systems' obligations under this Agreement, Phase II Systems reserves the right to bill the Agency for Services under this Agreement at the rates indicated in Phase II Systems' standard fee schedule in effect at the time the services are provided, subject to the terms established in Section 3 of this Agreement. Before any such services are performed, Phase II Systems will provide the Agency with written notice of the subject services, terms, and an estimate of the associated fees.
7. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, Phase II Systems shall provide duly authorized representatives of Agency access to all records and material relating to calculation of Phase II Systems' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
8. **Confidentiality.** Phase II Systems shall not disclose any information relating to the Plan except to duly authorized officials of Agency, subject to applicable law, and to parties retained by Phase II Systems to perform specific services within this Agreement. Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of Phase II Systems, except as such disclosures may be required by applicable law.
9. **Independent Contractor.** Phase II Systems is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of Phase II Systems, its officers, employees or agents, except as specifically set forth and provided for herein. Phase II Systems shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
10. **Indemnification.** Phase II Systems and Agency agree to indemnify each other and to hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of Phase II Systems' or

Agency's, as the case may be, gross negligence or willful misconduct with respect to the performance of their respective duties hereunder.

11. **Omissions.** In the event that either party hereto discovers any material omission in the provisions of this Agreement which such party believes is essential to the successful performance of this Agreement, the party may so inform the other party in writing, and the parties hereto shall thereafter promptly negotiate in good faith with respect to such matters for the purpose of making such reasonable adjustments as may be necessary to perform the objectives of this Agreement.
12. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. Phase II Systems shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.
13. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction sitting in Orange County, California.
14. **Force Majuere.** When satisfactory evidence of a cause beyond a party's control is presented to the other party, and nonperformance was unforeseeable, beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
15. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for Phase II Systems but shall not be furnished to others without written authorization from Agency.
16. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the authority granted by the Governing Board of the Agency. Any officer of Phase II Systems, or his or her designees, shall have the authority to act for and exercise any of the rights of Phase II Systems as set forth in this Agreement.
17. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
  - (A) To Phase II Systems: Phase II Systems; 3961 MacArthur Boulevard, Ste. 200; Newport Beach, CA 92660; Attention: President

(B) To Agency: Capistrano Unified School District; 32972 Calle Perfecto; San Juan Capistrano, CA 92675; Attention: Deputy Superintendent, Business

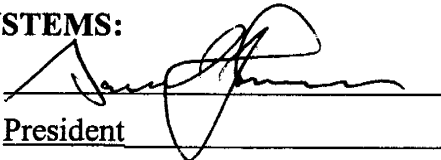
18. **Term of Agreement.** This Agreement shall remain in effect for the period beginning October 1, 2001 and ending September 30, 2004 ("Term"). This Agreement will continue unchanged for successive twelve month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to 90 days before the end of the Term.
19. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the designees of the parties as contained in this Agreement.
20. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
21. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
23. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

**AGENCY:**

BY:   
TITLE: Deputy Superintendent, Business

DATE: 12/17/01

**PHASE II SYSTEMS:**

BY:   
TITLE: President

DATE: 10/30/01



## EXHIBIT 1A

### SERVICES

Phase II Systems will provide the following services for the Capistrano Unified School District PARS Alternate Retirement System:

1. Plan Installation Services:

- (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, benefit communication strategies, data reporting and contribution submission requirements;
- (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
- (C) Providing for review by Agency legal counsel the documentation needed to establish the Plan;
- (D) Upon Agency authorization, preparing and submitting application to the Internal Revenue Service for a determination that the Plan is qualified (the application fee for which shall be paid by the Agency).

2. Plan Administration Services:

- (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Trust Program ("Trustee"), based upon information received from the Agency and the Trustee;
- (B) Performing periodic accounting of Plan assets, including the allocation of employer and employee contributions, distributions, investment activity and expenses (if applicable) to individual Plan participant ("Participant") accounts, based upon information received from the Agency and/or Trustee;
- (C) Acting as ongoing liaison between the Participant and the Agency in regard to distribution payments, which shall include use by the Participants of toll-free telephone communication to Phase II Systems;
- (D) Coordinating the processing of Participant distribution payments pursuant to authorized written Agency certification of distribution eligibility, authorized direction by the Agency, and the provisions of the Plan; and, to the extent possible based upon Agency-provided Data;
- (E) Directing Trustee to liquidate Plan assets (if necessary) and make Participant distribution payments, which includes the provision of required tax filings in regards to these distribution payments;
- (F) Notifying the Trustee of the amount of Plan assets available for further investment and management; or, the amount of Plan assets necessary to be liquidated in order to fund Participant distribution payments;
- (G) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope this Agreement;

- (H) Preparing and submitting periodic reports of non-contributing Participants to the Agency;
  - (I) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;
  - (J) Preparing and submitting an annual report of Plan activity to the Agency;
  - (K) Preparing and submitting the Annual Report of Financial Transactions to the California State Controller, as required by law, for the PARS Trust Program, including the required certified audit of the PARS Trust.
3. Phase II Systems is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice. In providing the services specified above, we will retain qualified professional service providers at our cost as we deem necessary if the service lies outside our area of expertise.

## EXHIBIT 1B

### FEES FOR SERVICES

1. Phase II Systems will be compensated for performance of Services, as described in Exhibit A based upon the following schedule:

- (A) A one-time IRS Letter of Determination fee of \$500.00, which is paid to Phase II Systems;
- (B) A distribution fee equal to \$12.00 per terminated Participant ("Distribution Fee"), which shall be deducted solely from the terminating Participant's account;
- (C) An annual asset fee taken from Plan assets based on the following schedule:

<u>For Plan Assets from:</u>			<u>Annual Rate:</u>
\$1	to	\$500,000	2.00%
\$500,001	to	\$2,500,000	1.50%
\$2,500,001	to	\$5,000,000	1.25%
\$5,000,001	to	\$10,000,000	1.00%
\$10,000,001	and	above	0.75%

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual Rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Asset based fees are subject to a \$300.00 monthly minimum. Trustee and Investment Management Fees are not included.

- (D) A fee equal to the out of pocket costs charged to Phase II Systems by an outside contractor for formatting contribution data on to a suitable magnetic media, charged only if the contribution data received by Phase II Systems from the Agency is not on readable magnetic media ("Data Processing Fee").

## EXHIBIT 1C

### DATA REQUIREMENTS

Phase II Systems will provide the Services under this Agreement contingent upon the Agency providing Phase II Systems the following employee information on a periodic basis in a timely manner:

1. Contribution Data – readable magnetic media containing the following items of employee information related to the covered payroll period:
  - (A) Agency name;
  - (B) Employee's legal name;
  - (C) Employee's social security number;
  - (D) Payroll date;
  - (E) Employer contribution amount;
  - (F) Employee contribution amount.
2. Distribution Data – written Plan Administrator's (or authorized Designee's) direction to commence distribution processing, which contains the following items of Participant information:
  - (A) Agency name;
  - (B) Participant's legal name;
  - (C) Participant's social security number
  - (D) Participant's address;
  - (E) Participant's phone number;
  - (F) Participant's birthdate;
  - (G) Participant's condition of eligibility;
  - (H) Participant's effective date of eligibility;
  - (I) Signed certification of distribution eligibility from the Plan Administrator, or authorized Designee.

## AMENDED AND RESTATED AGREEMENT FOR ADMINISTRATIVE SERVICES

This Amended and Restated Agreement for Administrative Services ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services (hereinafter "PARS") and Capistrano Unified School District ("Agency").

WHEREAS, the Agency adopted the Capistrano Unified School District PARS Alternate Retirement System (the "Plan") effective October 1, 2001 in conjunction with the PARS Trust Agreement ("Trust"), with PARS, as Trust Administrator to the Trust to provide administrative services on or about October 30, 2001 ("Initial Date");

WHEREAS, it is necessary to amend and restate the terms of the original agreement to provide administrative services and clarify certain terms and conditions thereof, including but not limited to Plan Distributions, Non-Contribution Reports and Escheatment of Unclaimed Accounts;

WHEREAS, pursuant to Sections 3.4 and 3.5 of the Trust, the Agency has designated the Superintendent to act on its behalf in all matters relating to the Plan pursuant to the PARS Trust Program ("Plan Administrator");

WHEREAS, pursuant to Section 3.6 of the PARS Trust Agreement, the Agency has the power to delegate certain duties related to the Plan, and PARS accepts those duties pursuant to the terms contained in this Agreement, and that this Agreement represents the entire delegation of duties to PARS from the Agency with regards to the Plan;

WHEREAS, PARS accepts the terms of this Agreement with the understanding by the Agency and Plan Administrator that PARS does not hold custody of any assets of the Plan, and does not have any independent authority or discretion for the investment, distribution or escheatment of Plan assets without the express consent of, and direction from, the Plan Administrator.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".
3. **Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets,

unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.

4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will obtain Agency authorization and provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.
5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non performance of Services if such non performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.
6. **Suspension of Contributions.** In the event contributions are suspended, either temporarily or permanently, prior to the complete discharge of PARS' obligations under this Agreement, PARS reserves the right to bill the Agency for Services under this Agreement at the rates indicated in PARS' standard fee schedule in effect at the time the services are provided, subject to the terms established in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.
7. **Plan Distributions.** The Plan Administrator is responsible for notifying PARS of any Participant's eligibility for a distribution, and PARS accepts the Plan Administrator's contractual delegation of distribution processing and certain escheatment responsibilities. PARS is entitled to rely on, and is under no duty whatsoever to audit the efficacy of the Agency's procedures for identifying an employee's change-in-status or eligibility for a distribution.
8. **Non-Contribution Reports.** PARS prepares and submits a periodic Non-Contribution report to the Plan Administrator which includes all Participants who have received no new contributions for a period of time, as specified by the Plan Administrator. PARS is not obligated by law or otherwise to provide a Non-Contribution report and this report in

no way obligates PARS to generate distributions without specific instruction from the Agency's Plan Administrator as outlined in Section 7.

9. **Escheatment of Unclaimed Accounts.** PARS will administer the escheatment of Participant accounts which are deemed unclaimed pursuant to applicable state and federal laws, under the conditions further described in the provisions of this Agreement. It is acknowledged by the Agency and Plan Administrator that any escheatment duties that PARS has arise only as a result of contractual, not statutory, obligations that PARS accepts as a delegatee of the Plan Administrator, as contained in this Agreement. For the purposes of determining the timing of distributability under any unclaimed property law, a Participant account becomes "payable or distributable" as of the date on which the Plan Administrator notifies PARS, in an acceptable form of notification, of a change-in-status together with the proper authorization to commence the distribution process.
10. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
11. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
12. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
13. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of PARS' or Agency's, as the case may be, acts, errors or omissions with respect to the performance of their respective duties hereunder.
14. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan.

PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.

15. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
16. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
17. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
18. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
19. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
  - (A) To PARS: PARS; 5141 California Avenue, Ste. 150; Irvine, CA 92617; Attention: President
  - (B) To Agency: Capistrano Unified School District; 33122 Valle Road, San Juan Capistrano, 92675; Attention: SuperintendentNotices shall be deemed given on the date received by the addressee.
20. **Term of Agreement.** This Agreement will continue unchanged for successive twelve month periods from the date first above written, unless either party gives written notice to the other party of the intent to terminate upon ninety (90) days written notice.
21. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
22. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement.

In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.

23. **Attorneys Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorney's fees.
24. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
25. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
26. **Effective Date.** This Agreement shall be effective and control the obligations and duties of the parties hereto as of the Initial Date.

AGENCY:

BY: \_\_\_\_\_  
TITLE: Superintendent  
DATE: \_\_\_\_\_

PARS:

BY: \_\_\_\_\_  
TITLE: Chief Operating Officer  
DATE: \_\_\_\_\_

## EXHIBIT 1A

### SERVICES

PARS will provide the following services for the Capistrano Unified School District Plan:

1. Plan Installation Services:

- (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, benefit communication strategies, data reporting and contribution submission requirements;
- (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
- (C) Providing the documentation needed to establish the Plan for review by Agency legal counsel, which must be reviewed and approved by the Agency, as demonstrated by the execution of this Agreement prior to the commencement of PARS services;
- (D) Upon Agency authorization, preparing and submitting application to the Internal Revenue Service for a determination that the Plan is qualified (the application fee for which shall be paid by the Agency).

2. Plan Administration Services:

- (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Trust Program ("Trustee"), based upon information received from the Agency and the Trustee;
- (B) Performing periodic accounting of Plan assets, including the allocation of employer and employee contributions, distributions, investment activity and expenses (if applicable) to individual Participant accounts, based upon information received from the Agency and/or Trustee;
- (C) Acting as ongoing liaison between the Participant and the Agency in regard to distribution payments, which shall include use by the Participants of toll-free telephone communication to PARS;
- (D) Coordinating the processing of Participant distribution payments pursuant to authorized written Agency certification of distribution eligibility, authorized direction by the Agency, the provisions further contained in this Agreement, and the provisions of the Plan;
- (E) Directing Trustee to make Participant distribution payments, pursuant to the Agency authorization provisions in this Agreement, and producing required tax filings regarding said distribution payments;
- (F) Notifying the Trustee of the amount of Plan assets available for further investment and management, or, the amount of Plan assets necessary to be liquidated in order to fund Participant distribution payments;
- (G) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope this Agreement;

- (H) Preparing and submitting a periodic Non-Contribution report which includes all Participants who have received no new contributions for a period of time as specified by the Plan Administrator, unless directed by the Agency otherwise. PARS is not obligated by law or otherwise to provide a Non-Contribution report and this report in no way obligates PARS to generate distributions without specific instruction from the Agency Plan Administrator as outlined in Section 7 of this Agreement;
  - (I) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;
  - (J) Preparing and submitting an annual report of Plan activity to the Agency;
  - (K) Preparing individual annual statements and mailing in bulk to the Agency, unless directed by the Agency otherwise;
  - (L) Preparing and submitting the Annual Report of Financial Transactions to the California State Controller, as required by law, for the PARS Trust Program, including the required certified audit of the PARS Trust.
3. Plan Compliance Services:
- (A) Coordinating and preparing changes to the Trust, Plan and other associated legal documents required by federal and state agencies to keep the plan in compliance.
4. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

**EXHIBIT 1B**  
**FEES FOR SERVICES**

1. PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

- (A) A fee equal to the stated IRS application fees and legal fees related to any ongoing federal and/or state required Plan compliance changes. Such fees will not be charged to the Agency without prior authorization by the Plan Administrator.
- (B) A distribution fee equal to \$20.00 per terminated Participant ("Distribution Fee"), which shall be deducted solely from the terminating Participant's account. Such fee will be effective January 1, 2010.

**Distribution Fee Payment Option (Please select one option below):**

- ☒ Distribution Fee shall be paid solely from the terminating Participant's account.
- ☐ Distribution Fee shall be paid by the Agency.

- (C) An annual asset fee paid from Plan Assets based on the following schedule ("Asset Fee"):

<b><u>For Plan Assets from:</u></b>	<b><u>Annual Rate:</u></b>
\$1 to \$500,000	2.00%
\$500,001 to \$2,500,000	1.50%
\$2,500,001 to \$5,000,000	1.25%
\$5,000,001 to \$10,000,000	1.00%
\$10,000,001 and above	0.75%

Annual rates are prorated and paid monthly. The annual Asset Fee shall be calculated by the following formula [Annual Rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month within each asset range]. If the Asset Fee is taken from Plan Assets, the total Asset Fees due in a given month shall be allocated proportionately among Participants of the Agency's Plan in that month, based on account balance. Trustee and Investment Management Fees are not included.

**Annual Asset Fee Payment Option (Please select one option below):**

- ☐ Annual Asset Fee shall be paid by the Agency.
- ☒ Annual Asset Fee shall be paid from Plan Assets.

- (D) A fee equal to the out of pocket costs charged to PARS by an outside contractor for formatting contribution data on to a suitable magnetic media, charged only if the contribution data received by PARS from the Agency is not on readable magnetic media ("Data Processing Fee").

## EXHIBIT 1C

### DATA REQUIREMENTS


PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Contribution Data – readable magnetic media containing the following items of employee information related to the covered payroll period:
  - (A) Agency name
  - (B) Employee's legal name
  - (C) Employee's social security number
  - (D) Payroll date
  - (E) Employer contribution amount
  - (F) Employee contribution amount
2. Distribution Data – written Plan Administrator's (or authorized Designee's) direction to commence distribution processing, which contains the following items of Participant information:
  - (A) Agency name
  - (B) Participant's legal name
  - (C) Participant's social security number
  - (D) Participant's address
  - (E) Participant's phone number
  - (F) Participant's birth date
  - (G) Participant's condition of eligibility
  - (H) Participant's effective date of eligibility
  - (I) Signed certification of distribution eligibility from the Plan Administrator, or authorized Designee
3. Executed Legal Documents:
  - (A) Certified Resolution
  - (B) Adoption Agreement
  - (C) Plan Document
  - (D) Trustee Investment Forms
4. Other information requested by PARS

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 2009

TO: Roberta J Mahler, Interim Superintendent

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

SUBJECT: **INSURANCE FUND TRANSFERS: ADOPTION OF RESOLUTION NO. 0910-24 TO AUTHORIZE TRANSFERS TO THE INSURANCE FUNDS AND AN INTERFUND LOAN FROM THE GENERAL FUND (FUND 01) TO THE HEALTH & WELFARE BENEFITS FUND (FUND 69)**

---

**BACKGROUND INFORMATION**

Education Code Section 17566 authorizes school districts to establish separate Insurance Funds for self-insurance categories such as property and liability coverage, health and welfare benefits, and workers' compensation. CUSD has established three funds (Funds 68, 69, 70) for each of these categories. The expenses associated with operating self-insurance activities include premiums, excess costs insurance, claims administration, and payment of claims.

The California School Accounting Manual provides a method by which self-insurance allocations can be transferred on a periodic basis from other funds to the Insurance Funds. By this method, all self-insurance expenditures can then be paid from the Insurance Funds.

**CURRENT CONSIDERATION**

This agenda item pertains to the Orange County Department of Education (OCDE) requirement that the Board of Trustees adopt an annual resolution to authorize transfers to the Insurance Funds and to allow the General Fund (Fund 01) to lend money to the Health & Welfare Benefits Fund (Fund 69) for cash flow purposes. The interfund loan of up to \$14 million will be repaid in accordance with Education Code Section 42603. Resolution No. 0910-24 authorizes the Business Division and OCDE to administer the District's 2009-10 self-insurance fund budgets, Exhibit A.

**FINANCIAL IMPLICATIONS**

Adoption of Resolution No. 0910-24 will have no financial impact on the income or expenditures of any district funds.

**RESOLUTION NO. 0910-24: INSURANCE FUND TRANSFERS**

September 15, 2009

Page 2

**STAFF RECOMMENDATION**

It is respectfully recommended that the Board of Trustees adopt Resolution No. 0910-24 to authorize the transfer of health and welfare benefits, property and liability insurance, and workers' compensation insurance allocations from the General Fund, Food Services Fund, Capital Facilities Fund, Child Development Fund, Deferred Maintenance Fund, Adult Education Fund, Health & Welfare Fund, Property & Liability Fund, and Workers' Compensation Fund to the Insurance Funds.

It is further recommended that the Board of Trustees authorize an interfund loan of up to \$14 million for cash flow purposes from the General Fund (Fund 01) to the Health & Welfare Benefits Fund (Fund 69) as permitted by Education Code Section 42603.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**RESOLUTION NO. 0910-24**

**AUTHORIZE TRANSFERS TO THE INSURANCE FUNDS AND AN  
INTERFUND LOAN FROM THE GENERAL FUND (FUND 01) TO THE  
HEALTH & WELFARE BENEFITS FUND (FUND 69)**

WHEREAS, the District has established an Insurance Fund for property and liability self-insurance, for health and welfare benefits insurance, and for workers' compensation self-insurance as authorized by Education Code Section 17566; and

WHEREAS, the California School Accounting Manual provides an accounting method for the transfer of self-insurance allocations to the Insurance Fund, and then for all self-insurance expenditures to be paid from the Insurance Fund; and

WHEREAS, the District 2009-10 income and expenditure budgets have been established based on projected insurance costs as follows:

General Fund (Fund 01)	\$39,987,305	Health/Welfare Benefits
	\$2,203,952	Workers' Compensation
Adult Education (Fund 11)	\$94,443	Health/Welfare Benefits
	\$14,001	Workers' Compensation
Child Development Fund (Fund 12)	\$535,318	Health/Welfare Benefits
	\$38,381	Workers' Compensation
Food Services (Fund 13)	\$679,162	Health/Welfare Benefits
	\$38,786	Workers' Compensation
Deferred Maintenance (Fund 14)	\$35,000	Health/Welfare Benefits
	\$1,583	Workers' Compensation
Capital Facilities (Fund 25)	\$15,113	Health/Welfare Benefits
	\$932	Workers' Compensation
Workers' Compensation (Fund 68)	\$16,437	Health/Welfare Benefits
	\$834	Workers' Compensation
Health & Welfare (Fund 69)	\$21,348	Health/Welfare Benefits
	\$1,108	Workers' Compensation
Property & Liability (Fund 70)	\$13,369	Health/Welfare Benefits
	\$833	Workers' Compensation

**RESOLUTION NO. 0910-24– INSURANCE FUND TRANSFER**

September 15, 2009

Page 2

WHEREAS, the actual premium costs through June 2010 could exceed the amount budgeted in each fund, the Board authorizes such additional budget adjustments within the 3000 object code accounts as may be required to pay the actual health and welfare benefits and workers' compensation insurance premiums for 2009-10; and

WHEREAS, the District desires to lend up to \$14 million from the General Fund (Fund 01) to the Health and Welfare Benefits Fund (Fund 69) for cash flow purposes as authorized by Education Code Section 42603; and

WHEREAS, the District desires to transfer the appropriate allocations for health and welfare benefits and workers' compensation to the Insurance Funds on a periodic basis.

NOW, THEREFORE BE IT RESOLVED, that periodic fund transfers of the insurance premium rate computed for eligible employees for health and welfare benefits and workers' compensation be made during 2009-10 from the health and welfare accounts (3400 object code), and workers' compensation accounts (3600 object code), and funds which have or will have salary and benefit accounts be, and hereby are, authorized; and

BE IT FURTHER RESOLVED that periodic loans for cash flow purposes made from the General Fund to the Health and Welfare Benefits Fund are hereby authorized; and

APPROVED AND ADOPTED this 15th day of September 2009.

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent: \_\_\_\_\_


---

Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 2009

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

FROM: Ron Lebs, Deputy Superintendent, Business and Support Services 

SUBJECT: **APPROVAL: OBSOLETE AND UNUSABLE MISCELLANEOUS  
DISTRICT MATERIALS**

---

**BACKGROUND INFORMATION**

Capistrano Unified School District continually accumulates obsolete and unusable materials, such as furniture, school music, athletic and food service equipment, etc. All usable components are then auctioned via an internet-based e-Surplus Auction (eSa).

At the March 9, 2009, Board meeting, the Board of Trustees approved a one year pilot program with Interscholastic Trading Company, LLC (InterSchola), to manage the surplus auction process for the District.

**CURRENT CONSIDERATIONS**

This agenda item pertains to the approval to sell obsolete and unusable District materials, which are of no further use to the District. Upon Board approval of these surplus items, Exhibit A, the District will proceed to auction these items. InterSchola and Capistrano Unified School District's current auction website will each sell an equal portion of these items via the internet. After each internet auction is completed, a determination will be made as to the most lucrative option for disposing of surplus items by the District. A recommendation will then be made to the Board for an ongoing approach to disposing of District surplus.

**FINANCIAL IMPLICATIONS**

All proceeds generated by the sale of these surplus items, less auction fees, will be deposited in the District's General Fund.

**STAFF RECOMMENDATION**

It is respectfully recommended that the Board of Trustees authorize the sell of obsolete and unusable District materials as shown in Exhibit A.



## CAPO YARD

Lot of e-Waste ( CPU's monitors, projectors, keyboards, mice, printers, laptops, VCR's , servers) stored in Aztec Container 490777-1

Lincoln Arc Welder - Ideal Arc 250

Miller Econo Twin welder

Lawnmower mini trailer

Baldor grinder

3 - Powermatic 90 lathes

Powermatic 400 Hollow Chisel Mortiser

Lot of 15 TV's

Lot of 2 vending machines

Lot of 130 metal folding chairs

Transport/storage dolly for metal folding chairs

Lot of 4 weight equipment racks

Toro Groundmaster 3000-D riding lawnmower (#3211) - parts only

Toro Reelmaster 4000-D riding lawnmower (#49) - parts only

Exmark mower - parts only

Toro Reelmaster 450-D - parts only

Lot of 4 Toro Proline walking lawnmowers - parts only

Bunton mower - parts only

EXHIBIT A



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING September 15, 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. Asadourian, Rita	Instructional Asst – Sp Ed	Voluntary	09/03/08	08/11/09
2. Bandaruk, Rita	Instructional Asst	Voluntary	12/01/08	08/18/09
3. Bulnes, Evelyn	Job Technician	Voluntary	04/20/09	09/04/09
4. Corrigan, Maree	Instructional Asst – Music	Moving	09/04/07	08/20/09
5. Dunstone, Sheri	Food Service Worker	Family Obligations	09/05/06	08/17/09
6. Gevaigian, Angela	Independence Facilitator	Family Obligations	11/19/08	08/21/09
7. Gibbel, Sandra	Instructional Asst – Sp Ed	School	12/04/07	08/24/09
8. Hall, Barbara	Instructional Asst – Sp Ed	Deceased	09/02/08	06/05/09
9. Horch, Martha	Instructional Asst	Voluntary	10/19/98	06/18/09
10. Mahoney, Christina	Health Assistant	Voluntary	12/01/08	06/18/09
11. Martin, Cathleen	Food Service Worker	Other Employment	11/20/06	08/17/09
12. Ramierz, Gaalen	Food Service Cashier	Other Employment	02/23/04	08/21/09
13. Rose, Claire	School Clerk I	Retirement	04/12/99	08/14/09
14. Takeuchi, Emily	Instructional Asst – Sp Ed	School	09/08/97	08/21/09
15. Wade, Evan	Technical Support Spec I	Other Employment	09/29/04	09/30/09
16. Walters, Maxine	Account Clerk II	Retirement	12/04/90	08/31/09
17. Warrington, Melanie	Food Service Cashier	Other Employment	05/20/08	08/17/09
18. Weber, Cherie	Preschool Teacher	Moving	10/11/99	08/28/09

**APPROVE EMPLOYMENT**

<u>NAME</u>	<u>POSITION-FULL TIME</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
19. Hansink, Marissa	IBI Asst/Tutor (11mo/40hpw)	\$2693.98 mo	R24-1	09/01/09

<u>NAME</u>	<u>POSITION-PART TIME</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
20. Anderson, Dawn	Food Service Cashier (9mo/15hpw)	\$12.76 hr	R16-1	09/08/09
21. Comes, Carla	Food Service Cashier (9mo/15hpw)	\$12.76 hr	R16-1	09/08/09
22. Smith, Carol	Caregiver – Sp Ed (9mo/17.5hpw)	\$13.74 hr	R19-1	09/08/09

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING September 15, 2009  
**CLASSIFIED EMPLOYEES**

**APPROVE EMPLOYMENT (Cont'd)**

<u>NAME</u>	<u>POSITION-SUBSTITUTE</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
23. Assaraf, Paige	Clerk	\$15.16 hr	R23-1	08/25/09
24. Camacho, Jennifer	Food Service Worker	\$12.14 hr	R14-1	09/08/09
25. Janbay, Hala	Food Service Worker	\$12.14 hr	R14-1	09/08/09
26. Phillips, Julie	Food Service Worker	\$12.14 hr	R14-1	09/08/09

<u>NAME</u>	<u>POSITION-EXEMPT</u>	<u>SALARY</u>	<u>EFFECTIVE DATE</u>
27. Camarena, Wendy	Student Supervisor	\$10.00 hr	09/08/09
28. Weston, Karen	Student Supervisor	\$10.00 hr	09/08/09

<u>NAME</u>	<u>POSITION-TEMPORARY</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
29. Anderson, Linda	Testing Asst	\$13.74 hr	R19-1	09/01-12/31/09
30. Biederman, Linda	Testing Asst	\$13.74 hr	R19-1	09/01-12/31/09
31. Braun, Wendy	Testing Asst	\$13.74 hr	R19-1	09/01-12/31/09
32. Brennan, Colleen	Testing Asst	\$13.74 hr	R19-1	09/01-12/31/09
33. Bridge, Kelly	Testing Asst	\$13.74 hr	R19-1	09/01-12/31/09
34. Brown, Laura	Testing Asst	\$13.74 hr	R19-1	09/01-12/31/09
35. Brown, Nancy	Testing Asst	\$13.74 hr	R19-1	09/01-12/31/09
36. Camacho, Jennifer	Testing Asst	\$13.74 hr	R19-1	09/01-12/31/09
37. Dhaliwal, Kanwal	Testing Asst	\$13.74 hr	R19-1	09/01-12/31/09
38. Embry, Sherrie	Testing Asst	\$13.74 hr	R19-1	09/01-12/31/09
39. Merda, Kelly	Testing Asst	\$13.74 hr	R19-1	09/01-12/31/09
40. Regan, Mary	Testing Asst	\$13.74 hr	R19-1	09/01-12/31/09
41. Reider, Teresa	Testing Asst	\$13.74 hr	R19-1	09/01-12/31/09
42. Tena, Rosa	Testing Asst	\$13.74 hr	R19-1	09/01-12/31/09
43. Thompson, Sarah	Testing Asst	\$13.74 hr	R19-1	09/01-12/31/09
44. Tullie, Carol	Testing Asst	\$13.74 hr	R19-1	09/01-12/31/09
45. Tye, Cynthia	Testing Asst	\$13.74 hr	R19-1	09/01-12/31/09
46. Zipp, Tome	Testing Asst	\$13.74 hr	R19-1	09/01-12/31/09

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING September 15, 2009  
**CLASSIFIED EMPLOYEES**

**APPROVE ASSIGNMENT ADJUSTMENT**

<u>NAME</u>	<u>ASSIGNMENT ADJUSTMENT</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
47. Martinez, Maureen	LVN (11mo/30hpw)	\$18.93 hr	R30-2	09/01/09
48. Troy, Helen	Caregiver – Sp Ed (9mo/37.5hpw)	\$13.74 hr	R19-1	09/08/09

**APPROVE ADDITIONAL ASSIGNMENT**

<u>NAME</u>	<u>ADDITIONAL ASSIGNMENT</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
49. Pollard, Carol	Testing Asst (TAA NTE 100hrs)	\$17.53 hr	R19-6	09/01-12/31/09
50. Shupe, Debbie	Testing Asst (TAA NTE 125hrs)	\$17.53 hr	R19-6	09/01-12/31/09
51. Willment, Marisa	Elementary School Clerk (TAA Sub As Needed)	\$20.84 hr	R26-6	03/23-06/30/09
	Elementary School Office Manager (TAA Sub As Needed)	\$22.47 hr	R33-4	03/23-06/30/09

**APPROVE TAA PAY @ REGULAR RATE OF PAY**

<u>NAME</u>	<u>ADDITIONAL ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
52. Barajas, Delia	Food Service Worker (TAA NTE 30hpw)	08/24-08/28/09
53. Burns-Pickett, Kathy	Lead Food Service Worker II (TAA NTE 30hpw)	08/24-08/31/09
54. Casarrubias-Quinn, Olivia	Preschool Teacher (TAA NTE 18hrs)	07/01-08/31/09
55. Collins, Gregory	Lead Food Service Worker II (TAA NTE 30hpw)	08/31-09/03/09
56. Crancer, Maire	Food Service Worker (TAA NTE 10hpw)	08/24-08/28/09
57. Criscione, Charleen	Testing Asst (TAA NTE 17.5hrs)	07/13-07/17/09
58. Cruz, Maria	Bilingual Comm Svcs Liaison (TAA NTE 3hrs)	07/21/09

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING September 15, 2009  
**CLASSIFIED EMPLOYEES**

**APPROVE TAA PAY @ REGULAR RATE OF PAY**

<u>NAME</u>	<u>ADDITIONAL ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
59. Eden, Cris	Preschool Resource Teacher (TAA NTE 80hrs)	07/01-09/30/09
60. Farias, Elvira	Food Service Worker (TAA NTE 30hpw)	08/24-09/07/09
61. Foster, Johanna	School Clerk I (TAA NTE 10hrs)	05/12-06/18/09
62. Gire, Rose	Food Service Worker (TAA NTE 30hpw)	08/17-08/21/09
63. Goodwin, Robbi	Lead Food Service Worker II (TAA NTE 30hpw)	08/24-08/28/09
64. Hernandez, Eleuterio	Lead Food Service Worker II (TAA NTE 30hpw)	08/17-08/21/09
65. Kebler, Quincy	Preschool Teacher (TAA NTE 15hrs)	04/30-06/30/09
66. Lamb, Colleen	Lead Food Service Worker II (TAA NTE 30hpw)	08/17-08/21/09
67. Lopez, Martha	Food Service Worker (TAA NTE 30hpw)	08/24-09/07/09
68. Malfavon, Gloria	Lead Food Service Worker II (TAA NTE 30hpw)	08/20-09/07/09
69. Malley, Barbara	Lead Food Service Worker II (TAA NTE 30hpw)	08/24-08/28/09
70. Matheri, Evelyn	Independence Facilitator (TAA NTE 5hrs)	07/15-07/23/09
71. Monroe, Debra	Food Service Cashier (TAA NTE 30hpw)	08/24-08/28/09
72. Naranjo, Maria	Food Service Worker (TAA NTE 30hpw)	08/24-09/07/09
73. Nilsson, Sharon	High School Library Media Clerk (TAA NTE 32hrs)	06/15-07/30/09
74. Orozco, Martha	Preschool Teacher (TAA NTE 18hrs)	07/01-08/31/09
75. Palacios, Susana	Food Service Worker (TAA NTE 20hpw)	08/31-09/03/09
76. Pigone, Julie	Food Service Worker (TAA NTE 30hpw)	08/24-08/28/09
77. Roberts, Helen	Lead Food Service Worker II (TAA NTE 30hpw)	08/17-08/21/09

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING September 15, 2009  
**CLASSIFIED EMPLOYEES**

**APPROVE TAA PAY @ REGULAR RATE OF PAY**

<u>NAME</u>	<u>ADDITIONAL ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
78. Rutledge, Lisa	Food Service Worker (TAA NTE 30hpw)	08/17-08/31/09
79. Sangster, Sharon	Food Service Worker (TAA NTE 30hpw)	08/17-08/31/09
80. Spencer, Maryann	Food Service Worker (TAA NTE 30hpw)	08/24-08/28/09
81. Stagner, Diane	Lead Food Service Worker II (TAA NTE 30hpw)	08/17-08/31/09
82. Stilwell, Leslie	Lead Food Service Worker II (TAA NTE 30hpw)	08/13-08/21/09
83. Tucker, Phyllis	Food Service Worker (TAA NTE 10hpw)	09/01-09/03/09
84. Valles, Maria	Food Service Worker (TAA NTE 30hpw)	08/24-09/07/09
85. Vazquez, Obdulia	Bilingual Comm Svcs Liaison (TAA NTE 10hpw)	07/01-07/30/09
86. Whitten, Susie	Lead Food Services Worker II (TAA NTE 30hpw)	08/24-08/28/09

**APPROVE RECISSION FROM LAYOFF**

<u>NAME</u>	<u>POSITION</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
87. Castro, Cecilia	Intermediate Office Asst (12mo/40hpw)	\$3196.59 mo	R25-4	07/27/09

**APPROVE RECALL FROM LAYOFF**

<u>NAME</u>	<u>POSITION</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
88. Angotti, Irene	Instructional Asst (9mo/17.5hpw)	\$14.42 hr	R19-2	09/08/09
89. Camarena, Mary	Instructional Asst (9mo/17.5hpw)	\$14.42 hr	R19-2	09/08/09
90. Christman, Meredith	Instructional Asst (9mo/17.5hpw)	\$16.70 hr	R19-5	09/08/09

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING September 15, 2009  
**CLASSIFIED EMPLOYEES**

**APPROVE RECALL FROM LAYOFF**

<u>NAME</u>	<u>POSITION</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
91. Cruz, Maria	Bilingual Comm Svcs Liaison (9.25mo/30hpw)	\$20.33 hr	R25-6	09/01/09
92. Daniel, Jennifer	Instructional Asst (9mo/15hpw)	\$14.42 hr	R19-2	09/08/09
93. Foster, Johanna	School Clerk I (10mo/17.5hpw)	\$20.32 hr	R23-10	08/31/09
94. Gast, Lucible	Bilingual Comm Svcs Liaison (9mo/19.5hpw)	\$16.72 hr	R23-3	09/08/09
95. Gregory, Thomas	Instructional Asst (9mo/15hpw)	\$17.53 hr	R19-6	09/08/09
96. Hulet, Debbie	Instructional Asst (9mo/17.5hpw)	\$17.53 hr	R19-6	09/08/09
97. Jiminez, Leticia	Bilingual Comm Svcs Liaison (9mo/40hpw)	\$3354.40 mo	R23-6	09/08/09
98. Larson, Helen	Instructional Asst (9mo/15hpw)	\$15.15 hr	R19-3	09/08/09
99. McKenna, Dennis	Account Clerk II (12mo/40hpw)	\$3890.09 mo	R29-6	09/01/09
100. Minaya, Brenda	Instructional Asst – Computer Lab (9mo/15hpw)	\$15.15 hr	R19-3	09/08/09
101. Moreno, Lisa	Bilingual Comm Svcs Liaison (9mo/19.5hpw)	\$16.72 hr	R23-3	09/08/09
102. Reategui-Alva, C.	Bilingual Comm Svcs Liaison (9mo/19.5hpw)	\$15.16 hr	R23-1	09/08/09

**APPROVE REHIRE LAID OFF EMPLOYEE**

<u>NAME</u>	<u>POSITION</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
103. Fuller, Cynthia	Attendance Clerk (10.5mo/40hpw)	\$3440.31 mo	R26-5	08/13/09

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING September 15, 2009  
**CLASSIFIED EMPLOYEES**

**APPROVE REDUCTION IN HOURS IN LIEU OF LAYOFF**

<u>NAME</u>	<u>REASSIGNMENT</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
104. Mejia, Rebecca	Bilingual Comm Svcs Liaison (9mo/17.5hpw)	\$21.34 hr	R23-15	09/08/09

**APPROVE DISPLACEMENT FROM LAYOFF**

<u>NAME</u>	<u>POSITION</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
105. Gomez, Nancy	School Bus Driver (9mo/per bid)	\$22.54 hr	R28-6	09/08/09

**APPROVE PROMOTION**

<u>NAME</u>	<u>PROMOTION</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
106. Adamson, Coral	IBI Asst/Tutor (11mo/40hpw)	\$2828.68 mo	R24-2	09/01/09
107. Cohen, Lois	Elementary School Office Manager (10.75mo/40hpw)	\$3,532.63 mo	R33-2	08/17/09
108. Eaton, Bob	Maintenance Planner (Temp/40hpw)	\$34.15 hr	R46-6	05/07-05/26/09
109. Hagen, Bruce	Buyer/Planner (12mo/40hpw)	\$5912.20 mo.	R41-20	08/03/09
110. Hansler, Tara	Job Technician I (12mo/40hpw)	\$2830.36 mo	R26-1	09/08/09
111. Maris, Rose	School Receptionist (11mo/40hpw)	\$2628.27 mo	R23-1	08/17/09
112. Pattee, Tanya	Intermediate Office Asst (12mo/19.5hpw)	\$16.73 hr	R25-2	08/03/09
113. Plambeck, Kathleen	Lead Food Service Worker II (Temp/40hpw)	\$23.58 hr	R316	09/08/09
114. Spencer, Maryann	Food Service Cashier (9mo/15hpw)	\$13.39 hr	R16-2	09/08/09

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING September 15, 2009  
**CLASSIFIED EMPLOYEES**

**APPROVE REASSIGNMENT**

<u>NAME</u>	<u>REASSIGNMENT</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
115. Cashin, Barbara	Instructional Asst – Sp Ed (9mo/17.5hpw)	\$17.53 hr	R20-6	09/08/09
116. Doran, Barbara	Instructional Asst – Sp Ed (9mo/17.5hpw)	\$14.78 hr	R20-2	09/08/09
117. Starr, Laura	Instructional Asst – Sp Ed (9mo/17.5hpw)	\$14.08 hr	R20-1	09/08/09
118. Tilton, Carol	Instructional Asst – Sp Ed (9mo/17.5hpw)	\$20.31 hr	R20-20	09/08/09

**APPROVE SUMMER EMPLOYMENT**

<u>NAME</u>	<u>POSITION</u>	<u>SALARY</u>	<u>RANGE STEP</u>	<u>EFFECTIVE DATE</u>
119. Hanson, Robin	Middle School Campus Supervisor	\$16.72 hr	R23-3	06/22-07/23/09
120. Landeros, Dianne	Summer School Clerk – Sub	\$20.84 hr	R26-6	06/24-06/25/09
121. Marty, Helen	Middle School Campus Supervisor	\$21.34 hr	R23-15	06/22-07/23/09

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING September 15, 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. Anderson, Patricia	Teacher	Retirement	09/08/93	06/19/09
2. Aristo, Robert	Psychologist	Other Employment	08/22/01	08/14/09
3. Bentley, Gayle	Teacher	Other Employment	08/29/07	06/19/09
4. Gibson, Melissa	Teacher	Temp Contract Expired	08/19/08	06/24/09
5. Keil, Karen	Teacher	Other Employment	08/27/08	06/19/09
6. Kuric, Shannon	Teacher	Personal	08/27/01	06/19/09
7. Liles, Julie	Teacher	Personal	08/27/80	08/31/09
8. Silverthorne, E.	Teacher	Child Care	08/30/06	08/11/09
9. Westbrook, Aaron	Teacher	Personal	08/30/06	08/13/09

**APPROVE EMPLOYMENT**

<u>NAME</u>	<u>1<sup>st</sup> YEAR TEMPORARY</u>	<u>ANNUAL SALARY</u>	<u>COLUMN/ STEP</u>	<u>EFFECTIVE DATE</u>
10. Ahlberg, Mark	Teacher	\$55,001	B-3	09/02/09
11. Amaro, Loren	Teacher	\$58,305	D-1	09/02/09
12. Bordner, Rich	Teacher	\$54,216	A-4	09/02/09
13. Brooks, Michael	Teacher	\$53,141	B-2	09/02/09
14. Chak, Ambreen	Teacher	\$48,899	A-1	09/02/09
15. Clark, Melissa	Psychologist	\$76,824	P-1	08/17/09
16. Cooper, Ilene	Teacher	\$55,798	C-2	09/02/09
17. Cross, Racine	Teacher	\$53,141	B-2	09/02/09
18. Cruz, Rocio	Teacher	\$82,245	D-11	09/02/09
19. Foster, Lindsey	Teacher	\$48,899	A-1	09/02/09
20. Galasso, Margaret	Teacher	\$53,141	B-2	09/02/09
21. Gonzalez, Kristian	Psychologist	\$88,714	P-4	08/17/09
22. Herring, Jennifer	Teacher	\$51,344	B-1	09/02/09
23. Jhu, Candice	Teacher	\$48,899	A-1	09/02/09
24. McCarthy, Ryan	Teacher	\$48,899	A-1	09/02/09
25. McLennan, Danielle	Teacher	\$52,382	A-3	09/02/09
26. Nielsen, Marilee	Teacher	\$51,344	B-1	09/02/09
27. Nolan, Catherine	Teacher	\$48,899	A-1	09/02/09
28. Pino, David	Teacher	\$74,181	D-8	09/02/09
29. Pollin, Caitlin	Teacher	\$48,899	A-1	09/02/09
30. Pooley, Julia	Teacher	\$48,899	A-1	09/02/09
31. Rigby, Michael	Teacher	\$67,611	B-9	09/02/09

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING September 15, 2009  
**CERTIFICATED EMPLOYEES**

**APPROVE EMPLOYMENT (Cont'd)**

<u>NAME</u>	<u>1<sup>st</sup> YEAR TEMPORARY</u>	<u>ANNUAL SALARY</u>	<u>COLUMN/ STEP</u>	<u>EFFECTIVE DATE</u>
32. Sanchez, Caren	Teacher	\$48,899	A-1	09/02/09
33. Theisen, Erin	Psychologist	\$76,824	P-1	08/17/09
34. Wallace, Danielle	Teacher	\$48,899	A-1	09/02/09

<u>NAME</u>	<u>2<sup>nd</sup> YEAR TEMPORARY</u>	<u>ANNUAL SALARY</u>	<u>COLUMN/ STEP</u>	<u>EFFECTIVE DATE</u>
35. Enmeier, Mark	Teacher	\$52,382	A-3	09/03/09
36. Brucks, Jessica	Teacher	\$50,611	A-2	09/03/09

<u>NAME</u>	<u>3<sup>rd</sup> YEAR TEMPORARY</u>	<u>ANNUAL SALARY</u>	<u>COLUMN/ STEP</u>	<u>EFFECTIVE DATE</u>
37. Martus, Larissa	Teacher	\$55,001	B-3	09/03/09

<u>NAME</u>	<u>1<sup>st</sup> YEAR PROBATIONARY</u>	<u>ANNUAL SALARY</u>	<u>COLUMN/ STEP</u>	<u>EFFECTIVE DATE</u>
38. French, Suzanne	Teacher – Sp Ed	\$61,865	C-5	09/02/09

<u>NAME</u>	<u>39 MONTH REHIRE</u>	<u>ANNUAL SALARY</u>	<u>COLUMN/ STEP</u>	<u>EFFECTIVE DATE</u>
39. Henderson, M.C.	Teacher-Retiree	\$19,406	D-23/20%	09/03/09

**APPROVE EMPLOYMENT MANAGEMENT**

<u>NAME</u>	<u>POSITION</u>	<u>ANNUAL SALARY</u>	<u>COLUMN/ STEP</u>	<u>EFFECTIVE DATE</u>
40. Brunson, Larry	Program Specialist	78,409	51-1	08/27/09
41. Devincenzi, Mark	Program Specialist	78,409	51-1	09/01/09
42. Jones, Joseph	Program Specialist	78,409	51-1	08/25/09

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING September 15, 2009  
**CERTIFICATED EMPLOYEES**

**APPROVE HOME/HOSPITAL TEACHERS**

Pay @ \$18.00 per hour

43. Miller, Alison

**APPROVE ADULT EDUCATION TEACHERS**

Pay @ \$30.00 per hour

44. Carlson, Greg

47. Easley, MaryAnn

45. Corrales, Javier

48. McDevitt, Nikki

46. Dempsey, Patrice

49. McManus, Paul

Pay @ \$31.00 per hour

50. Marcot, Wendy

52. Reardon, Catheryn

51. McKeague, Sharon

Pay @ \$32.00 per hour

53. Anderson, Christina

72. Klein, Ann

54. Anthony, Christene

73. Legome, Karen

55. Arman, Carrie

74. Lewis, Jane

56. Beron, Ron

75. Lu, Jenny

57. Bogusiewicz, Kelley

76. Luttrell, John

58. Burrows, Virginia

77. Mars, Marilyn

59. Busch, Marc

78. Miertschin, Lauren

60. Carvalho, Mary

79. Moe, Lori

61. Chambers, Wyatt

80. Petrucco, Deanna

62. Collins, Terry

81. Peviani, Patti

63. Cooney, William

82. Smith, Kathryn

64. Costa, Ross

83. Sommerville, Nancy

65. Daggett, Georgette

84. Thomas, Meredith

66. DeLaRosa, Don

85. Tomlinson, Kristen

67. Futami, Kim

86. Vartanian, Laurie

68. Girard, Catherine

87. Vermeulen, Don

69. Ibbotson, Jill

88. Vermeulen, MaryAnn

70. Istrate, Lavina

89. Waterbuy, Linda

71. Johnson, Susan

90. Weller, Debra

**APPROVE ADULT EDUCATION SUBSTITUTE TEACHERS**

Pay @ \$29.00 per hour

91. Gonzalo, Garcia

93. Skaron, Deborah

92. Busick, Elizabeth

94. Yenché, Mary

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING September 15, 2009  
**CERTIFICATED EMPLOYEES**

**APPROVE 6/5<sup>th</sup> ASSIGNMENT 1<sup>st</sup> SEMESTER**

95. Bro, Erin	112. Jamison, Gary
96. Burke, Shaun	113. Joerger, Lucy
97. Castle, John	114. Lawson, Justine
98. Clifton, Christine	115. Leone, Rosemary
99. Conlon, Michael	116. Lipsett, Robert
100. Darnold, Chris	117. McComb, Ted
101. Delfosse, Michael	118. McNaught, James
102. Dews, Frank	119. Mink, Kelli
103. Dutton, Caroline	120. Mulligan, Shawn
104. Elwell, Katie	121. Nowell, Robert
105. Erickson, Mike	122. Pagel, Velda
106. Farrier, Amy	123. Rack, Richard
107. Fragassi, Joe	124. Summers, Annie
108. Gellatly, David	125. Vega, Raul
109. Havens, Carole	126. Webster, Donna
110. Hesseltine, Christina	127. Williams Dorn, Michele
111. Hurlbut, Michael	

**APPROVE ASSIGNMENT ADJUSTMENTS**

<u>NAME</u>	<u>PREVIOUS ASSIGNMENT</u>	<u>NEW ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
128. Bailey, Rebecca	Teacher – 50%	Teacher – 100%	2009/10
129. Barca, Susan	Teacher – 60%	Teacher – 80%	2009/10
130. Barnes, Jane	Psychologist – 50%	Psychologist – 60%	2009/10
131. Bisch, Kristi	Teacher	ETAP I	07/01/09
132. Bognar, Catherine	Psychologist – LOA	Psychologist – 60%	2009/10
133. Bruce, Avonnette	ETAP I	Teacher	2009/10
134. Camacho, Isis	Teacher	ETAP I	07/01/09
135. Campbell, Blake	Teacher	ETAP I	07/01/09
136. Carter, Robbin	Teacher – 80%	Teacher – 100%	2009/10
137. Clark, Scott	ETAP I	Teacher	2009/10
138. Gant, Tina	ETAP II	STAP II	07/01/09
139. George, Lorraine	Teacher	ETAP I	07/01/09
140. Gerhard, Kendra	Teacher	ETAP I	07/01/09
141. Hoover, Lisa	Teacher – 80%	Teacher – 100%	2009/10
142. Kenny, Claire	Elementary Asst Principal	ETAP II	07/01/09
143. King, Heather	Psychologist – 100%	Psychologist – 60%	2009/10
144. Koopman, Nicole	Teacher – 100%	Teacher – 60%	2009/10
145. Larson, Lynn	ETAP I	Teacher – 100%	2009/10

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING September 15, 2009  
**CERTIFICATED EMPLOYEES**

**APPROVE ASSIGNMENT ADJUSTMENTS (Cont'd)**

<u>NAME</u>	<u>PREVIOUS ASSIGNMENT</u>	<u>NEW ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>
146. Lopinto, Steve	Teacher	ETAP I	07/01/09
147. Marrinan-Ahmer, K.	Teacher – 60%	Teacher – 80%	2009/10
148. Martinez-Ramirez, S.	Teacher	ETAP I	07/01/09
149. Miller, Gail	Teacher	ETAP II	07/01/09
150. Murphy, Jodi	Teacher	ETAP I	07/01/09
151. Nunan, Kathryn	Coordinator II	TOSA/ATAP II	09/03/09
152. Nusenow, Kristina	Teacher	ETAP I	07/01/09
153. O'Donovan, Pam	Teacher – 60%	Teacher – 40%	2009/10
154. Purcell, Tiffany	Teacher	ETAP I	07/01/09
155. Schreiber, Lezlie	Teacher	ETAP I	07/01/09
156. Short, Gale	ETAP II	Teacher	2009/10
157. Skala, Jennifer	Teacher – LOA	Teacher – 60%	2009/10
158. Stein, Philip	Psychologist – 100%	Psychologist – 80%	2009/10
159. Suda, Shari	Teacher – 80%	Teacher – 100%	2009/10
160. Sykes, Marie	Teacher	ETAP I	07/01/09
161. Weinberg, Adeena	Teacher – 80%	Teacher – 100%	2009/10

**APPROVE PARTNERSHIP TEACHING ASSIGNMENTS 2009/2010**

<u>NAME</u>	<u>SCHOOL</u>	<u>ASSIGNMENT</u>
162. Asakowicz, Janelle	Benedict	60%
163. Lewis, Shelbi	Benedict	40%
164. Hornig, Sarah	Bergeson	40%
165. Jones, Karyn	Bergeson	60%
166. Graham, Jocelyn	Concordia	50%
167. Seech, Randal	Concordia	50%
168. Hutchinson, Jessica	Kinoshita	50%
169. Strick, Christa	Kinoshita	50%
170. Stevens, Jennifer	Ladera Ranch Elem	40%
171. Sullens, Linda	Ladera Ranch Elem	60%
172. Wachtel, Catherine	Malcom	60%
173. Zaharek, Amy	Malcom	40%

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING September 15, 2009  
**CERTIFICATED EMPLOYEES**

**APPROVE PARTNERSHIP TEACHING ASSIGNMENTS 2009/2010 (Cont'd)**

174. Anfinson, Stephanie	Marblehead	50%
175. Eltiste, Ellen	Marblehead	50%
176. Cox, Melissa	Tijeras Creek	50%
177. Trainor, Tamera	Tijeras Creek	50%

**APPROVE SUMMER SCHOOL**

District Nurse – Health Services

	Not to exceed 12 hours @ hourly per diem rate	06/01/09-07/30/09
178. Roche, Ann		

Extended School Year Preschool (ESY) IEP Meetings – Special Education

	Not to exceed 15 hours non-instructional pay @ \$30.00 per hour	07/01/09-07/30/09
179. White, Laurie	180. Brierley, Magdalena	

Speech Pathologist – Special Education

	Not to exceed 100 hours @ hourly per diem rate	06/19/09-07/23/09
	Not to exceed 8 hours non-instructional pay @ \$30.00 per hour	
181. Garrett, Michelle		

Teacher – Special Education

	Not to exceed 90 hours @ hourly per diem rate	06/19/09-07/23/09
	Not to exceed 8 hours non-instructional pay @ \$30.00 per hour	
182. Mulcahy, Eileen		

Home Hospital Instruction – Special Education

	Pay @ hourly per diem rate	06/22/09-07/23/09
183. Macbeth, Krysti	184. Terhune, Cynthia	

**APPROVE ADDITIONAL ASSIGNMENTS**

Kindergarten Assessments – Concordia

	Not to exceed 1 hour non-instructional pay @ \$30.00 per hour	08/31/09
	Not to exceed 3 hours instructional pay @ \$35.00 per hour	
185. DeMille, Kim	187. Johnson, Barbara	
186. Gregerson, Bridget		

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING September 15, 2009  
**CERTIFICATED EMPLOYEES**

**APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)**

<u>Transition Support for RSP Teacher - Marblehead</u>		
Not to exceed 5 hours non-instructional pay @ \$30.00 per hour		08/05/09-09/30/09
188. Schwartz, Roni		
<u>Two Way Waiver Parent Conferences – San Juan Elementary</u>		
Not to exceed 15 hours non-instructional pay @ \$30.00 per hour		08/10/09-08/20/09
189. Camacho, Isis		
<u>ST Math Training – San Juan Elementary</u>		
Not to exceed 3.5 hours non-instructional pay @ \$30.00 per hour		08/31/09
190. Martinez-Ramirez, Saul	191. Gearn, Gina	
<u>DIBELS Assessment – Viejo</u>		
Not to exceed 10 hours non-instructional pay @ \$30.00 per hour		09/01/09-09/02/09
192. Santoyo-Fletcher, Susan		
<u>DIBELS Testing – Vista Del Mar Elementary</u>		
Not to exceed 8 instructional hours @ \$35.00 per hour		08/31/09-09/01/09
193. Abbott, Amy	196. Imlay-Markel, Erika	
194. Brown, Kellie	197. Oakes, Cheryl	
195. Cheatley, Shannon	198. Stamen, Barbara	
<u>SST Coordinator – NHMS</u>		
Not to exceed 102.7 non-instructional hours @ \$30.00 per hour		09/03/03-06/24/10
199. Aldaco, Danelle		
<u>HMO Program – DHHS</u>		
Not to exceed 3 hours non-instructional hours @ \$30.00 per hour		08/01/08-06/19/09
200. Hwang, Polly		
<u>Transition Support for Literacy Program Coordinator – Education Division</u>		
Not to exceed 40 hours non-instructional pay @ \$30.00 per hour		08/10/09-09/04/09
201. Gerfin, Julia		
<u>Open Court Training – Grants &amp; Projects</u>		
Not to exceed 19 hours non-instructional pay @ \$30.00 per hour		08/18/08-08/23/08
202. Garza, Allison	205. Robby, Alexis	
203. Gomez, Angelica	206. Smith, Erin	
204. Hansen, Lacey	207. Tawil, Gracie	

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

PERSONNEL ACTIVITY LIST BOARD OF TRUSTEES REGULAR MEETING September 15, 2009  
**CERTIFICATED EMPLOYEES**

Temporary Contract – Personnel Services

Pay @ \$615.00 per day

07/06/09-08/31/09

208. Williams, Carolyn

**APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)**

To Prepare and Teach Beckman Science Class – Staff Development

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour

08/01/09-08/31/09

209. Millat, Carrie

To Prepare and Teach Beckman Science Class – Staff Development

Not to exceed 8 hours non-instructional pay @ \$18.00 per hour

08/01/09-08/31/09

210. Wilbur, Sandra

**APPROVE LEAVES OF ABSENCE**

<u>NAME</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
211. Roberts, Vicki	Personal	2009/10
212. Stone, Michael	CTA Position	2009/10

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 2009

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

FROM: Dr. Bobbi Mahler, Interim Superintendent

SUBJECT: **CONTRACT FOR EMPLOYMENT OF DEPUTY SUPERINTENDENT,  
BUSINESS AND SUPPORT SERVICES, ADDENDUM #1**

---

**BACKGROUND INFORMATION**

On July 13, 2009, the Board of Trustees approved a salary reduction to all Capistrano Unified Management Association (CUMA) employees except Teaching Assistant Principals II. Contract employees, such as the Deputy Superintendent, were included but should have this reduction incorporated into an addendum to their contract for employment. This item was initially reviewed and considered by the Board of Trustees during Closed Session on August 10, 2009, with direction to staff to return the item for Open Session consideration/approval on September 15, 2009.

**CURRENT CONSIDERATIONS**

This agenda item seeks to revise two specific sections and add one section to the Contract for Employment of the Deputy Superintendent, Business and Support Services:

1. Adjustment of Salary and Benefits to reflect the CUMA salary cut.
2. Elimination of the requirement for membership in the Association of California School Administrators (ACSA).
3. Addition of a monthly stipend of \$60 for business use of personal cell phone.

Addendum #1 to the Contract for Employment of Deputy Superintendent, Business and Support Services (Exhibit A.) is attached. Affected sections for the original contract are included in the addendum in their entirety; deletions are struck through; additions are in bold.

**FINANCIAL IMPLICATIONS**

CUMA Salary Cut	(\$17,500)	Savings to District (approximate)
ACSA Membership	(\$1,430)	Savings to District
Cell Phone Stipend	<u>\$720</u>	Cost to District
Total	(\$18,210)	Net savings to District

**STAFF RECOMMENDATION**

It is respectfully recommended the Board of Trustees approve Addendum #1 of the Contract for Employment of Deputy Superintendent, Business and Support Services, Exhibit A.



**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**33122 Valle Road**  
**San Juan Capistrano, California**

***CONTRACT FOR EMPLOYMENT OF DEPUTY SUPERINTENDENT***  
***BUSINESS AND SUPPORT SERVICES***

***ADDENDUM #1***

***September 15, 2009***

This addendum is made and entered into September 15, 2009, by and between the Governing Board of Capistrano Unified School District in the County of Orange, State of California, and Ronald N. Lebs, Deputy Superintendent, Business and Support Services.

Changes are authorized under the original contract, Item 35 – Change or Termination, which was approved by the Board of Trustees on June 2, 2008. This addendum seeks to revise two specific sections and add one additional section to the initial contract between the District and the Deputy Superintendent. All other sections of the contract shall remain in effect.

The following sections of the agreement are proposed for modification and/or addition:

Item #3 – Adjustment of Salary and Benefits: Proposes to incorporate the Capistrano Unified Management Association 2009/10 fiscal year salary reduction approved by the Board on July 13, 2009 into the Contract for Employment. Savings to the District of this salary reduction is approximately \$17,500.

Item #5 – Professional Association Dues/Professional Growth: Proposes to eliminate the requirement for membership in the Association of California School Administrators (ACSA). Savings to the District of removal of this membership requirement is \$1,430.

Item #6a – Cell Phone: Proposes to add a monthly stipend for business use of personal cell phone. Cost of this stipend to the District for the cell phone stipend is \$720.

Affected sections are shown below in their entirety. Additions are shown in **bold** and deletions are struck through.

**ITEM #3 – ADJUSTMENT OF SALARY AND BENEFITS**

The Deputy Superintendent, Business and Support Services, shall receive all incentives and benefits available to other members of the District's certificated management team while serving in this assignment. The base salary shall be adjusted to reflect any cost-of-living increases given to other members of the Capistrano Unified Management Association (CUMA).

**For the 2009/10 fiscal year, the Deputy Superintendent's salary shall be modified as described in the attached memo (Exhibit A) approved by the Board of Trustees on July 13, 2009, which imposed a salary reduction and furlough days upon all CUMA members. For the Deputy Superintendent, this reduction equates to approximately 5.25% plus 12 furlough days for a total of approximately \$17,500.**

**ITEM #5 – PROFESSIONAL ASSOCIATION DUES/PROFESSIONAL GROWTH**

The Board of Trustees requires that the Deputy Superintendent, Business and Support Services, be a member of ~~the Association of California School Administrators (ACSA)~~ and the California Association of School Business Officials (CASBO) and, shall pay the annual membership dues assessed by ~~both organizations~~. It is understood that participation in professional associations may require that the Deputy Superintendent attend regional and state meetings from time to time in his capacity as a member of such organizations. The Deputy Superintendent may attend a reasonable amount of meetings, as approved by the Superintendent, within the context of his required workdays in as much as it doesn't interfere with the duties of his position.

The Deputy Superintendent shall also be permitted to attend professional growth opportunities as approved by the Superintendent to enhance performance.

**ITEM #6a – CELL PHONE**

The Deputy Superintendent, Business and Support Services, shall be entitled to receive a monthly cell phone allowance for business use of his personal cell phone in the amount of \$60 per month (\$720/year) starting in July 2009 which is equivalent to the amount of the "Standard + High Usage" cell phone stipend paid to qualifying District employees. The Deputy Superintendent, Business and Support Services, shall not be

**required, as a condition of receiving the monthly cell phone allowance, to account for expenses which are incurred for cell phone use in conducting the duties of the position. The employee shall not be entitled to cell phone reimbursement for cell phone expenses incurred in the regular scope of his duties.**

**SIGNATURE OF CONTRACTING PARTIES**

Dated this 15<sup>th</sup> day of September 2009  
Capistrano Unified School District Board of Trustees

This addendum modifies the existing agreement between the parties to the extent outlined above, all other sections of the contract shall remain unchanged and in effect.

\_\_\_\_\_  
Ellen M. Addonizio, President  
Board of Trustees

Date: \_\_\_\_\_

\_\_\_\_\_  
Ronald N. Lebs, Deputy Superintendent  
Business and Support Services

Date: \_\_\_\_\_



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

July 13, 2009

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

FROM: Ron Lebs, Deputy Superintendent Business & Support Services

SUBJECT: **2009-10 SALARY REDUCTION: CAPISTRANO UNIFIED  
MANAGEMENT ASSOCIATION**

---

**BACKGROUND INFORMATION**

On June 24, 2009 the Board of Trustees imposed a salary reduction on the members of the District's management team, Capistrano Unified Management Association (CUMA). This salary reduction was proposed and approved as part of the 2009/10 budget adoption in order to preserve a student teacher ratio in first grade of 25:1. The minutes from the June 24<sup>th</sup> Board meeting regarding this item reads as follows:

*Following discussion it was moved by Trustee Winsten, seconded by Trustee Bryson, and motion carried by a 4-0-3 vote to adopt the budget as presented, with an amendment to reduce CUMA salaries by an amount sufficient to offset the cost of lowering class size in 1<sup>st</sup> grade to a student/teacher ratio of 25:1, which approximates \$1.863 million, with direction to staff to work with CUMA on how to deliver the \$1.863 million, with oversight by the Superintendent.*

**CURRENT CONSIDERATION**

CUMA has been working on possible options to deliver the necessary reduction and proposes that it be achieved through a combination of additional furlough days plus a salary reduction. Specifically CUMA proposes the following:

1. Furlough Days – All CUMA employees will take mandatory furlough days equal to the number of months that they work per year. For example, a 12 month employee will take a total of 12 furlough days; an eleven month employee will take 11 days. These mandatory furlough days will include the 5 mandatory furlough days previously approved by the Board of Trustees on April 13, 2009.
2. Salary Reduction – The balance of the reduction necessary to offset the costs of lowering class size in 1<sup>st</sup> grade to 25:1 would be distributed across all CUMA employees as a percentage cut to their salary of approximately 5.25%.

3. Affected Employees – This salary reduction and additional furlough day adjustment applies to all management and confidential employees (excluding Teaching Assistant Principals II).
4. Duration – This salary reduction and additional furlough day adjustment applies to the 2009/10 fiscal year.
5. Implementation - Collaborating with their supervisor, each employee will develop a work year calendar and schedule the furlough days so as to minimize the inconvenience and impact to the District. The maximum number of furlough days will be capped at 10 for those employees whose minimum number of work days is restricted by the California Education Code.

The total cumulative cut to CUMA member's salaries for 2009/10 (inclusive of the initial 5 furlough days and the changes proposed herein) ranges between 10% and 11% depending on the number of employee contract days.

#### **FINANCIAL IMPLICATIONS**

The savings resulting from the salary reduction will offset the cost of reducing class size in first grade; therefore there is no impact to the general fund.

#### **STAFF RECOMMENDATION**

It is recommended the Board of Trustees review and approve the proposed CUMA salary reduction as outlined herein.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 2009

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

From: Dr. Roberta Mahler, Interim Superintendent

Subject: **Consideration and Possible Action on Request to the State Board of Education for a Waiver of Education Code Sections Requiring an Election on the Question of Changing the District's Method of Electing Board Members to a By-Trustee Area System (Education Code sections 33050-33051)**

---

**BACKGROUND INFORMATION**

The following information was provided by Warren S. Kinsler, Esq., General Counsel for the Capistrano Unified School District.

Prior to reaching this Item on the Agenda, the Board will have held a public hearing on the issue of whether to file a waiver request with the State Board of Education relating to the necessity of an election prior to changing the method by which Governing Board member are elected. This Item contains a final draft of the actual Waiver Request which, if approved, would authorize the Interim Superintendent to sign and otherwise finalize the Waiver Request and have it submitted to the State Board of Education for consideration at the next available meeting of that body.

At its August 10, 2009 meeting, the Board authorized the Interim Superintendent to initiate the process of preparing a waiver application. Since that meeting the Superintendent has sent correspondence to the District's exclusive representatives, and the District's PTA, soliciting their position and input with respect to the contemplated waiver (Exhibit A).

Education Code Section 33050(a) also requires that the Board conduct a public hearing on the waiver application prior to its submission to the State Board of Education; that hearing has now been held (Exhibit B).

**CURRENT CONSIDERATIONS**

Approval of this Item will authorize the submission of the finalized version of the Waiver Request to the State Board of Education.

### **FISCAL IMPLICATIONS**

There may be some additional cost associated with obtaining the State Board of Education's approval of the Waiver Request, including staff, attorney and consultant time associated with preparation for and attendance at the State Board of Education meetings where this Request is considered.

### **STAFF RECOMMENDATION**

Staff recommends approval of the attached Waiver Request, and that the Interim Superintendent be authorized to take all steps necessary and appropriate to obtaining the requested waiver, including, but not limited to signing the Waiver Request on behalf of the Board.

DISCUSSION/  
ACTION

**POSITION ON WAIVER APPLICATION**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**

NAME OF ENTITY: Capistrano Unified Management Association

NAME OF ENTITY REPRESENTATIVE: Daniel J. Burch, Ed.D.

TITLE OF ENTITY REPRESENTATIVE: President

ENTITY'S OFFICIAL POSITION ON WAIVER:

☒ Support ☐ Oppose ☐ Neutral

IF OPPOSED, WHY? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

ADDITIONAL COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**POSITION ON WAIVER APPLICATION**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**

NAME OF ENTITY: Capistrano Unified Education Association

NAME OF ENTITY REPRESENTATIVE: Vicki Soderberg

TITLE OF ENTITY REPRESENTATIVE: President

ENTITY'S OFFICIAL POSITION ON WAIVER:

X Support                      \_\_\_\_\_ Oppose                      \_\_\_\_\_ Neutral

IF OPPOSED, WHY? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDITIONAL COMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

POSITION ON WAIVER APPLICATION  
CAPISTRANO UNIFIED SCHOOL DISTRICT

NAME OF ENTITY: California School Employees Association  
Capistrano Chapter 224

NAME OF ENTITY REPRESENTATIVE: Ronda Walen

TITLE OF ENTITY REPRESENTATIVE: Chapter President

ENTITY'S OFFICIAL POSITION ON WAIVER:

☒ Support ☐ Oppose ☐ Neutral

IF OPPOSED, WHY? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDITIONAL COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**POSITION ON WAIVER APPLICATION**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**

NAME OF ENTITY: Capistrano Unified Council of PTSAs

NAME OF ENTITY REPRESENTATIVE: Lisa Scharmann

TITLE OF ENTITY REPRESENTATIVE: President

ENTITY'S OFFICIAL POSITION ON WAIVER:

☒ Support ☐ Oppose ☐ Neutral

IF OPPOSED, WHY? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ADDITIONAL COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**GENERAL WAIVER REQUEST**

GW-1 (Rev. 4-24-09)

<http://www.cde.ca.gov/re/lr/wr/>

Page 1 of 2

First Time Waiver:   X  Renewal Waiver:       

Send Original plus one copy to:

Waiver Office, California Department of Education

1430 N Street, Suite 5602

Sacramento, CA 95814

Send Electronic copy and back-up material to:

[waiver@cde.ca.gov](mailto:waiver@cde.ca.gov)**Faxed originals will not be accepted!**

		CD CODE						
		3	0	6	6	4	6	4
Local educational agency: <b>Capistrano Unified School District</b>		Contact name and recipient of approval/denial notice: <b>Roberta Mahler, Interim Superintendent</b>					Contact person's e-mail address: <b>bmahler@capousd.org</b>	
Address: (City) (State) (ZIP) <b>33122 Valle Rd., San Juan Capistrano, CA 92675-4706</b>		Phone (and extension, if necessary): <b>(949) 234-9200</b>  Fax Number: <b>(949) 496-7681</b>						
Period of request: (month/day/year) From: <b>Jan. 1, 2010</b> To: <b>Nov. 1, 2010</b>		Local board approval date: (Required) <b>September 15, 2009</b>			Date of public hearing: (Required) <b>September 15, 2009</b>			
<b>LEGAL CRITERIA</b>								
<p>1. Under the general waiver authority of <i>Education Code</i> 33050-33053, the particular <i>Education Code</i> or <i>California Code of Regulations</i> section(s) to be waived (number): Circle One: <u>  EC  </u> or <i>CCR</i></p> <p><b>Portions of 5019, 5021, 5030 and all of 5020.</b></p> <p>Topic of the waiver: <b>Requirement that adoption of a by trustee area election process be put to a vote by the electors of the District</b></p>								
2. If this is a renewal of a previously approved waiver, please list Waiver Number: _____ and date of SBE Approval <b>N/A</b>								
<p>3. Collective bargaining unit information. Does the district have any employee bargaining units? <u>  No  </u> <u>  X  </u> Yes If yes, please complete required information below:</p> <p>Bargaining unit(s) consulted on date(s): <b>August 17, 2009</b></p> <p>Name of bargaining unit and representative(s) consulted: <b>Capistrano Unified Education Association, California School Employees Association, Teamsters</b></p> <p>The position(s) of the bargaining unit(s): <u>      </u> Neutral <u>  X  </u> Support <u>      </u> Oppose (<i>Please specify why</i>)</p> <p>Comments (if appropriate): _____</p>								
<p>4. Public hearing requirement: A public hearing is not simply a board meeting, but a properly noticed public hearing held during a board meeting at which time the public may testify on the waiver proposal. Distribution of local board agenda does not constitute notice of a public hearing. Acceptable ways to advertise include: (1) print a notice that includes the time, date, location, and subject of the hearing in a newspaper of general circulation; or (2) in small school districts, post a formal notice at each school and three public places in the district.</p> <p>How was the required public hearing advertised?</p> <p><u>  X  </u> Notice in a newspaper <u>      </u> Notice posted at each school <u>      </u> Other: (<i>Please specify</i>) _____</p>								

5.	Advisory committee or school site councils. Please identify the council(s) or committee that reviewed this waiver:  Date the committee/council reviewed the waiver request: <b>No change to any program requiring the existence of a schoolsite council is contemplated under this waiver request. However, the District's PTAs have been requested to provide their position and input on the waiver</b>  Were there any objection(s)? No <input type="checkbox"/> Yes <input type="checkbox"/> (If there were objections please specify)															
6.	Education Code or California Code of Regulations section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (or use a strike out key if only portions of sections are to be waived). <b>Education Code §§ 5019, 5020, 5021, and 5030 (see Attachment A).</b>															
7.	Desired outcome/rationale. State what you hope to accomplish with the waiver. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. If more space is needed, please attach additional pages.  <p><b>The District currently uses an "at large" system of electing its governing board members from trustee areas within the District. The expense of running for office on an at-large basis is significant and may preclude participation of many would-be candidates with fewer financial resources, and at-large electoral systems are subject to challenge under the California Voting Rights Act. A pending petition by District voters seeks to hold a special election on whether to transition to a by-trustee area voting method, prior to the next general election scheduled for November 2010. The Orange County Committee on School District Organization will, after one or more public hearings, approve or disapprove the petition. Committee approval constitutes an order of election whereby the District's electors, no later than the District's next succeeding election, must vote on whether to approve the proposed change in voting methods. The cost to include the proposal on the November 2010 general election ballot is estimated by the Registrar of Voters at approximately \$8,500, while the cost of a special election could be as high as \$496,000. In a climate of diminishing state funds and ongoing fiscal constraints, the District seeks to avoid the cost of an election on the change in voting methodology.</b></p> <p><b>The District seeks by this waiver request to avoid the cost of an election in connection with the pending petition, should the petition be approved by the County Committee.</b></p>															
8.	Demographic Information: <b>Capistrano Unified School District has a student population of approximately 51,000 and is located in suburban southern Orange County.</b>															
9.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding-bottom: 5px;">For a renewal waiver only, district also must certify:</td> <td style="text-align: center; padding-bottom: 5px;"><b>N/A</b></td> </tr> <tr> <td style="width: 15%; padding-bottom: 5px;">True</td> <td style="width: 15%; padding-bottom: 5px;">False</td> <td style="padding-bottom: 5px;"></td> </tr> <tr> <td style="text-align: center; padding-bottom: 5px;">—</td> <td style="text-align: center; padding-bottom: 5px;">—</td> <td style="padding-bottom: 5px;">The facts that precipitated the original waiver request have not changed.</td> </tr> <tr> <td style="text-align: center; padding-bottom: 5px;">—</td> <td style="text-align: center; padding-bottom: 5px;">—</td> <td style="padding-bottom: 5px;">The remedy for the problem has not changed.</td> </tr> <tr> <td style="text-align: center; padding-bottom: 5px;">—</td> <td style="text-align: center; padding-bottom: 5px;">—</td> <td style="padding-bottom: 5px;">Members of the local governing board and district staff are not aware of the existence of any controversy over the implementation of this waiver or the request to extend it.</td> </tr> </table> <p>Renewals of General Waivers must be submitted two months before the active waiver expires. The local governing board must approve the renewal request. Retroactive waivers must go through the First Time Waiver Process.</p>	For a renewal waiver only, district also must certify:		<b>N/A</b>	True	False		—	—	The facts that precipitated the original waiver request have not changed.	—	—	The remedy for the problem has not changed.	—	—	Members of the local governing board and district staff are not aware of the existence of any controversy over the implementation of this waiver or the request to extend it.
For a renewal waiver only, district also must certify:		<b>N/A</b>														
True	False															
—	—	The facts that precipitated the original waiver request have not changed.														
—	—	The remedy for the problem has not changed.														
—	—	Members of the local governing board and district staff are not aware of the existence of any controversy over the implementation of this waiver or the request to extend it.														

CALIFORNIA DEPARTMENT OF EDUCATION  
**GENERAL WAIVER REQUEST**  
 GW-1 (4-24-09)  
 Page 3 of 3

<b>Is this waiver associated with an apportionment related audit penalty? (per EC 41344)</b> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, please attach explanation or copy of audit finding)		
<b>Has there been a Categorical Program Monitoring (CPM) finding on this issue?</b> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, please attach explanation or copy of CPM finding)		
<b>District or County Certification</b> – I hereby certify that the information provided on this application is correct and complete.		
Signature of Superintendent or Designee:	Title: <b>Interim Superintendent</b>	Date:
<b>FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY</b>		
Staff Name (type or print):	Staff Signature:	Date:
Unit Manager (type or print):	Unit Manager Signature:	Date:
Division Director (type or print):	Division Director Signature:	Date:
Deputy (type or print):	Deputy Signature:	Date:



## Attachment A

### **6. Education Code or California Code of Regulations section to be waived**

The Capistrano Unified School District requests the waiver of portions of, and the entirety of the Education Code sections specified below:

#### **§ 5019. Trustee areas and size of school district governing boards; powers of county committee; proposal and hearing**

(a) Except in a school district governed by a board of education provided for in the charter of a city or city and county, in any school district or community college district, the county committee on school district organization may establish trustee areas, rearrange the boundaries of trustee areas, abolish trustee areas, and increase to seven or decrease to five the number of members of the governing board, or adopt one of the alternative methods of electing governing board members specified in Section 5030.

(b) The county committee on school district organization may establish or abolish a common governing board for a high school district and an elementary school district within the boundaries of the high school district. The resolution of the county committee on school district organization approving the establishment or abolition of a common governing board shall be presented to the electors of the school districts as specified in Section 5020.

(c) (1) A proposal to make the changes described in subdivision (a) or (b) may be initiated by the county committee on school district organization or made to the county committee on school district organization either by a petition signed by 5 percent or 50, whichever is less, of the qualified registered voters residing in a district in which there are 2,500 or fewer qualified registered voters, by 3 percent or 100, whichever is less, of the qualified registered voters residing in a district in which there are 2,501 to 10,000 qualified registered voters, by 1 percent or 250, whichever is less, of the qualified registered voters residing in a district in which there are 10,001 to 50,000 qualified registered voters, by 500 or more of the qualified registered voters residing in a district in which there are 50,001 to 100,000 qualified registered voters, by 750 or more of the qualified registered voters residing in a district in which there are 100,001 to 250,000 qualified registered voters, or by 1,000 or more of the qualified registered voters residing in a district in which there are 250,001 or more qualified registered voters or by resolution of the governing board of the district. For this purpose, the necessary signatures for a petition shall be obtained within a period of 180 days before the submission of the petition to the county committee on school district organization and the number of qualified registered voters in the district shall be determined pursuant to the most recent report submitted by the county elections official to the Secretary of State under Section 2187 of the Elections Code.

(2) When a proposal is made pursuant to paragraph (1), the county committee on school district organization shall call and conduct at least one hearing in the district on the matter. At the conclusion of the hearing, the county committee on school district organization shall approve or disapprove the proposal.

(d) If the county committee on school district organization approves pursuant to subdivision (a) ~~the rearrangement of the~~ boundaries of trustee areas for a particular district, then the ~~rearrangement of the~~ trustee areas shall be effectuated for the next district election occurring at least 120 days after its approval, ~~unless at least 5 percent of the registered voters of the district~~

~~sign a petition requesting an election on the proposed rearrangement of trustee area boundaries. The petition for an election shall be submitted to the county elections official within 60 days of the proposal's adoption by the county committee on school district organization. If the qualified registered voters approve pursuant to subdivision (b) or (c) the rearrangement of the boundaries to the trustee areas for a particular district, the rearrangement of the trustee areas shall be effective for the next district election occurring at least 120 days after its approval by the voters.~~

#### **§ 5020. Presentation of proposal to electors**

~~(a) The resolution of the county committee approving a proposal to establish or abolish trustee areas, to adopt one of the alternative methods of electing governing board members specified in Section 5030, or to increase or decrease the number of members of the governing board shall constitute an order of election, and the proposal shall be presented to the electors of the district not later than the next succeeding election for members of the governing board.~~

~~(b) If a petition requesting an election on a proposal to rearrange trustee area boundaries is filed, containing at least 5 percent of the signatures of the district's registered voters as determined by the elections official, the proposal shall be presented to the electors of the district, at the next succeeding election for the members of the governing board, at the next succeeding statewide primary or general election, or at the next succeeding regularly scheduled election at which the electors of the district are otherwise entitled to vote, provided that there is sufficient time to place the issue on the ballot.~~

~~(c) If a petition requesting an election on a proposal to establish or abolish trustee areas, to increase or decrease the number of members of the board, or to adopt one of the alternative methods of electing governing board members specified in Section 5030 is filed, containing at least 10 percent of the signatures of the district's registered voters as determined by the elections official, the proposal shall be presented to the electors of the district, at the next succeeding election for the members of the governing board, at the next succeeding statewide primary or general election, or at the next succeeding regularly scheduled election at which the electors of the district are otherwise entitled to vote, provided that there is sufficient time to place the issue on the ballot. Before the proposal is presented to the electors, the county committee on school district organization may call and conduct one or more public hearings on the proposal.~~

~~(d) The resolution of the county committee approving a proposal to establish or abolish a common governing board for a high school and an elementary school district within the boundaries of the high school district shall constitute an order of election. The proposal shall be presented to the electors of the district at the next succeeding statewide primary or general election, or at the next succeeding regularly scheduled election at which the electors of the district are otherwise entitled to vote, provided that there is sufficient time to place the issue on the ballot.~~

~~(e) For each proposal there shall be a separate proposition on the ballot. The ballot shall contain the following words:~~

~~"For the establishment (or abolition or rearrangement) of trustee areas in \_\_\_\_ (insert name) School District—Yes" and "For the establishment (or abolition or rearrangement) of trustee areas in \_\_\_\_ (insert name) School District—No."~~

~~"For increasing the number of members of the governing board of \_\_\_\_\_ (insert name) School District from five to seven Yes" and "For increasing the number of members of the governing board of \_\_\_\_\_ (insert name) School District from five to seven No."~~

~~"For decreasing the number of members of the governing board of \_\_\_\_\_ (insert name) School District from seven to five Yes" and "For decreasing the number of members of the governing board of \_\_\_\_\_ (insert name) School District from seven to five No."~~

~~"For the election of each member of the governing board of the \_\_\_\_\_ (insert name) School District by the registered voters of the entire \_\_\_\_\_ (insert name) School District Yes" and "For the election of each member of the governing board of the \_\_\_\_\_ (insert name) School District by the registered voters of the entire \_\_\_\_\_ (insert name) School District No."~~

~~"For the election of one member of the governing board of the \_\_\_\_\_ (insert name) School District residing in each trustee area elected by the registered voters in that trustee area Yes" and "For the election of one member of the governing board of the \_\_\_\_\_ (insert name) School District residing in each trustee area elected by the registered voters in that trustee area No."~~

~~"For the election of one member, or more than one member for one or more trustee areas, of the governing board of the \_\_\_\_\_ (insert name) School District residing in each trustee area elected by the registered voters of the entire \_\_\_\_\_ (insert name) School District Yes" and "For the election of one member, or more than one member for one or more trustee areas, of the governing board of the \_\_\_\_\_ (insert name) School District residing in each trustee area elected by the registered voters of the entire \_\_\_\_\_ (insert name) School District No."~~

~~"For the establishment (or abolition) of a common governing board in the \_\_\_\_\_ (insert name) School District and the \_\_\_\_\_ (insert name) School District Yes" and "For the establishment (or abolition) of a common governing board in the \_\_\_\_\_ (insert name) School District and the \_\_\_\_\_ (insert name) School District No."~~

~~—If more than one proposal appears on the ballot, all must carry in order for any to become effective, except that a proposal to adopt one of the methods of election of board members specified in Section 5030 which is approved by the voters shall become effective unless a proposal which is inconsistent with that proposal has been approved by a greater number of voters. An inconsistent proposal approved by a lesser number of voters than the number which have approved a proposal to adopt one of the methods of election of board members specified in Section 5030 shall not be effective.~~

#### **§ 5021. Incumbents to serve out terms despite approval of change**

(a) If a proposal for the establishment of trustee areas formulated under Sections 5019 and 5020 is approved by a majority of the voters voting at the election, any affected incumbent board member shall serve out his or her term of office and succeeding board members shall be nominated and elected in accordance with Section 5030. In the event two or more trustee areas are established at such election which are not represented in the membership of the governing board of the school district, or community college district the county committee shall determine by lot the trustee area from which the nomination and election for the next vacancy on the governing board shall be made.

(b) If a proposal for rearrangement of boundaries is approved by a majority of the voters voting on the measure, or by the county committee on school district organization when no election is

~~required~~, and if the boundary changes affect the board membership, any affected incumbent board member shall serve out his or her term of office and succeeding board members shall be nominated and elected in accordance with Section 5030.

(c) If a proposal for abolishing trustee areas is approved ~~by a majority of the voters voting at the election~~, the incumbent board members shall serve out their terms of office and succeeding board members shall be nominated and elected at large from the district.

### **§ 5030. Alternate method of election**

Except as provided in Sections 5027 and 5028, in any school district or community college district having trustee areas, the county committee on school district organization and the registered voters of a district, pursuant to Sections 5019 ~~and 5020~~, respectively, may at any time recommend one of the following alternate methods of electing governing board members:

(a) That each member of the governing board be elected by the registered voters of the entire district.

(b) That one or more members residing in each trustee area be elected by the registered voters of that particular trustee area.

(c) That each governing board member be elected by the registered voters of the entire school district or community college district, but reside in the trustee area which he or she represents.

The recommendation shall provide that any affected incumbent member shall serve out his or her term of office and that succeeding board members shall be nominated and elected in accordance with the method recommended by the county committee.


Whenever trustee areas are established in a district, provision shall be made for one of the alternative methods of electing governing board members.

~~In counties with a population of less than 25,000~~, the county committee on school district organization or the county board of education, if it has succeeded to the duties of the county committee, may at any time, by resolution, with respect to trustee areas established for any school district, other than a community college district, amend the provision required by this section without additional approval by the electors, to require one of the alternate methods for electing board members to be utilized.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 2009

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

FROM: Jodee Brentlinger,  Assistant Superintendent, Personnel Services

SUBJECT: **REINSTATEMENT OF PROGRAMS/SERVICES:  
CERTIFICATED - 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 that resolution, 62.7 certificated managers received layoff notices.

**CURRENT CONSIDERATIONS**

The Coordinator, Community Education position oversees a variety of fee-based afterschool and summer programs for children and adults. This position is funded by the fees collected through the Community Education Program. Nearly 10,000 students were served in the Community Education Program in the 2008-09 school year. For every dollar of revenue collected 15% is directed to the general fund to offset facilities and indirect costs, 15% to administrative costs, and 70% to compensate Community Education teachers.

A 25% reduction to the Coordinator's base salary was made to ensure a balanced budget in 2009-10. However, spring and summer revenues from the Community Education Program were returned higher than anticipated along with the reduction of program administrative costs. New revenue projections support the ability of the Community Education Program to fully fund the additional .25 FTE for the coordinator position for the 2009-10 school year. It is recommended to increase the Coordinator, Community Education position by .25 FTE to equal 1 FTE, subject to the CUMA reductions. Further, it is recommended that the Community Education formula be changed so that, once revenues cover administrative and instructional costs of the Community Education program, all remaining revenues go directly to the CUSD general fund, effective the 2009-2010 school year. Finally it is anticipated that with the expansion of the Community Education program, it will generate an additional increase of \$113,000 to the general fund as well as will safeguard the district's liability for the use of facilities, equipment and the hiring of personnel for after school activities offered to students and adults.

REINSTATEMENT OF PROGRAMS/SERVICES:  
CERTIFICATED – MANAGEMENT PERSONNEL  
September 15, 2009  
Page 2

### **FINANCIAL IMPLICATIONS**

The estimated cost to reinstate .25 FTE is \$30,165 (actual costs after furlough days/pay cut is \$27,360 funded by the Community Education Program). The reinstatement cost as well as the original 75% position will be fully funded by the Community Education program.

### **STAFF RECOMMENDATION**

It is respectfully requested that Board President Ellen Addonizio recognize Deputy Superintendent Ron Lebs, who will introduce this item and be available for Trustee questions. Following the discussion, it is recommended the Board of Trustees reinstate the .25 FTE position of Coordinator, Community Education.

DISCUSSION/  
ACTION

DISCUSSION/  
ACTION

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 2009

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

FROM: Roberta J. Mahler, Interim Superintendent

SUBJECT: **APPROVAL OF PRELIMINARY 2008-09 FINANCIAL STATEMENTS  
(UNAUDITED ACTUALS) AND RESOLUTION NO. 0910-25 TO  
RE-APPROPRIATE CARRYOVER FUNDS**

---

**BACKGROUND INFORMATION**

In accordance with the provisions of AB1200 and Education Code 42100, the Governing Board of each school district shall approve an annual statement of all district receipts and expenditures for the preceding year on the designated forms from the Superintendent of Public Instruction.

Once such financial statements are approved by the Board, the documents are forwarded to the Orange County Department of Education, where they are reviewed for accuracy and compliance and subsequently transmitted to the Superintendent of Public Instruction.

**CURRENT CONSIDERATIONS**

This agenda item seeks Board approval of Resolution No. 0910-25 to re-appropriate carryover funds, Exhibit A. Further, the Board is asked to approve the district's 2008-09 preliminary revenue and expenditure, Exhibit B.

**FINANCIAL IMPLICATIONS**

The General Fund ending balance for 2008-09 is \$35,911,399. Of this amount, \$27,114,363 is restricted for state, federal, and local project carryover. In addition, \$904,027 is reserved for revolving cash, warehouse inventory, and prepaid expenses. Other unrestricted ending balance funds amounting to \$7,893,009 have been placed in the reserve for economic uncertainties.

**STAFF RECOMMENDATION**

It is respectfully requested that Board President Ellen Addonizio introduce Roberta J. Mahler, Interim Superintendent, along with Ronald N. Lebs, Deputy Superintendent, Business & Support Services who will introduce this agenda item. Following Board discussion, it is recommended that the Board approve Resolution No. 0910-25 re-appropriating carryover funds, Exhibit A, and also approve the preliminary financial statements for the 2008-09 fiscal year, Exhibit B. Upon approval, the Superintendent will file the statements with the Orange County Department of Education.

DISCUSSION/  
ACTION

AGENDA ITEM 32



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

**RESOLUTION NO. 0910-25**

RESOLUTION FOR REVENUE AND EXPENDITURE  
INCREASES/DECREASES

WHEREAS, the Governing Board of Capistrano Unified School District has determined that the increase in income of \$5,860,115 are required for the current fiscal year from sources listed in Section 42602 of the Education Code of California; and

WHEREAS, THE Governing Board of Capistrano Unified School District can show just cause for the increase in expenditures of \$13,462,624; and

NOW, THEREFORE BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California such decrease in funds of \$7,602,509 are to be appropriated according to the following schedule:

<u>District &amp; Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-01		<b>GENERAL FUND</b>	
		<b><u>Income Source</u></b>	
	9799	Reinstatements: Beginning Balance	\$ 23,344,227
	8011	Revenue Limit Sources	(18,055,741)
	8290	Federal Revenue	(1,128,557)
	8590	State Revenue	474,852
	8699	Local Revenue	401,985
	8919	Interfund Transfers In	3,834,001
		<b>Total Income</b>	<b>\$ 8,870,767</b>
		<b><u>Expenditure Appropriation</u></b>	
	1100	Teacher Salaries	\$ 504,294
	2200	Classified Support Salaries	(536,307)
	3101	STRS: Certificated	80,446
	4300	Materials & Supplies	6,470,139
	5600	Rentals, Leases & Repairs	2,828,826
	9770	Designated for Economic Uncertainties	23,369
	9780	Other Designations	(500,000)
		<b>Total Expenditure Appropriation</b>	<b>\$ 8,870,767</b>

<u>District &amp; Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-11		<b>ADULT EDUCATION</b>	
		<b><u>Income Source</u></b>	
	9799	Reinstatements: Beginning Balance	\$ 39,985
	8011	Revenue Limit Sources	-
	8290	Federal Revenue	-
	8590	State Revenue	-
	8699	Local Revenue	-
	8919	Interfund Transfers In	-
		<b>Total Income</b>	<b>\$ 39,985</b>
		<b><u>Expenditure Appropriation</u></b>	
	1100	Teacher Salaries	\$ -
	2200	Classified Support Salaries	-
	3101	STRS: Certificated	-
	4300	Materials & Supplies	3,454
	5600	Rentals, Leases & Repairs	-
	7619	Interfund Transfers Out	1,700,000
	9770	Designated for Economic Uncertainties	-
	9780	Other Designations	(1,663,469)
		<b>Total Expenditure Appropriation</b>	<b>\$ 39,985</b>

<u>District &amp; Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-12		<b>CHILD DEVELOPMENT</b>	
		<b><u>Income Source</u></b>	
	9799	Reinstatements: Beginning Balance	\$ 256,754
	8011	Revenue Limit Sources	-
	8290	Federal Revenue	-
	8590	State Revenue	-
	8699	Local Revenue	27,771
	8919	Interfund Transfers In	-
		<b>Total Income</b>	<b>\$ 284,525</b>
		<b><u>Expenditure Appropriation</u></b>	
	1100	Teacher Salaries	\$ -
	2200	Classified Support Salaries	-
	3101	STRS: Certificated	-
	4300	Materials & Supplies	27,771
	5600	Rentals, Leases & Repairs	-
	7619	Interfund Transfers Out	-
	9770	Designated for Economic Uncertainties	-
	9780	Other Designations	256,754
		<b>Total Expenditure Appropriation</b>	<b>\$ 284,525</b>

<u>District &amp; Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-14		<b>DEFERRED MAINTENANCE</b>	
		<b><u>Income Source</u></b>	
	9799	Reinstatements: Beginning Balance	\$ 162,944
	8011	Revenue Limit Sources	-
	8290	Federal Revenue	-
	8590	State Revenue	-
	8699	Local Revenue	-
	8919	Interfund Transfers In	-
		<b>Total Income</b>	<b>\$ 162,944</b>
		<b><u>Expenditure Appropriation</u></b>	
	1100	Teacher Salaries	\$ -
	2200	Classified Support Salaries	-
	3101	STRS: Certificated	-
	4300	Materials & Supplies	-
	5600	Rentals, Leases & Repairs	-
	7619	Interfund Transfers Out	2,134,001
	9770	Designated for Economic Uncertainties	-
	9780	Other Designations	(1,971,057)
		<b>Total Expenditure Appropriation</b>	<b>\$ 162,944</b>

<u>District &amp; Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-20		<b>SPECIAL RESERVE-POST EMPLOYMENT BENEFITS</b>	
		<b><u>Income Source</u></b>	
	9799	Reinstatements: Beginning Balance	\$ (1,594)
	8011	Revenue Limit Sources	-
	8290	Federal Revenue	-
	8590	State Revenue	-
	8699	Local Revenue	-
	8919	Interfund Transfers In	-
		<b>Total Income</b>	<b>\$ (1,594)</b>
		<b><u>Expenditure Appropriation</u></b>	
	1100	Teacher Salaries	\$ -
	2200	Classified Support Salaries	-
	3101	STRS: Certificated	-
	4300	Materials & Supplies	-
	5600	Rentals, Leases & Repairs	-
	7619	Interfund Transfers Out	250,000
	9770	Designated for Economic Uncertainties	-
	9780	Other Designations	(251,594)
		<b>Total Expenditure Appropriation</b>	<b>\$ (1,594)</b>

<u>District &amp; Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-23		<b>GO BONDS SERIES 1999C</b>	
		<b><u>Income Source</u></b>	
	9799	Reinstatements: Beginning Balance	\$ (58,884)
	8011	Revenue Limit Sources	-
	8290	Federal Revenue	-
	8590	State Revenue	-
	8699	Local Revenue	-
	8919	Interfund Transfers In	-
		<b>Total Income</b>	<b>\$ (58,884)</b>
		<b><u>Expenditure Appropriation</u></b>	
	1100	Teacher Salaries	\$ -
	2200	Classified Support Salaries	-
	3101	STRS: Certificated	-
	4300	Materials & Supplies	-
	5600	Rentals, Leases & Repairs	-
	7619	Interfund Transfers Out	-
	9770	Designated for Economic Uncertainties	-
	9780	Other Designations	(58,884)
		<b>Total Expenditure Appropriation</b>	<b>\$ (58,884)</b>

<u>District &amp; Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-25		<b>CAPITAL FACILITIES</b>	
		<b><u>Income Source</u></b>	
	9799	Reinstatements: Beginning Balance	\$ 1,569,961
	8011	Revenue Limit Sources	-
	8290	Federal Revenue	-
	8590	State Revenue	-
	8699	Local Revenue	-
	8919	Interfund Transfers In	-
		<b>Total Income</b>	<b>\$ 1,569,961</b>
		<b><u>Expenditure Appropriation</u></b>	
	1100	Teacher Salaries	\$ -
	2200	Classified Support Salaries	-
	3101	STRS: Certificated	-
	4300	Materials & Supplies	-
	5600	Rentals, Leases & Repairs	-
	7619	Interfund Transfers Out	-
	9770	Designated for Economic Uncertainties	-
	9780	Other Designations	1,569,961
		<b>Total Expenditure Appropriation</b>	<b>\$ 1,569,961</b>

<u>District &amp; Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-35		<b>SCHOOL FACILITIES</b>	
		<b><u>Income Source</u></b>	
	9799	Reinstatements: Beginning Balance	\$ 1,642
	8011	Revenue Limit Sources	-
	8290	Federal Revenue	-
	8590	State Revenue	-
	8699	Local Revenue	-
	8919	Interfund Transfers In	-
		<b>Total Income</b>	<b>\$ 1,642</b>
		<b><u>Expenditure Appropriation</u></b>	
	1100	Teacher Salaries	\$ -
	2200	Classified Support Salaries	-
	3101	STRS: Certificated	-
	4300	Materials & Supplies	-
	5600	Rentals, Leases & Repairs	-
	7619	Interfund Transfers Out	-
	9770	Designated for Economic Uncertainties	-
	9780	Other Designations	1,642
		<b>Total Expenditure Appropriation</b>	<b>\$ 1,642</b>

<u>District &amp; Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-39		<b>SCHOOL FACILITIES PROP 47</b>	
		<b><u>Income Source</u></b>	
	9799	Reinstatements: Beginning Balance	\$ 240,474
	8011	Revenue Limit Sources	-
	8290	Federal Revenue	-
	8590	State Revenue	-
	8699	Local Revenue	-
	8919	Interfund Transfers In	-
		<b>Total Income</b>	<b>\$ 240,474</b>
		<b><u>Expenditure Appropriation</u></b>	
	1100	Teacher Salaries	\$ -
	2200	Classified Support Salaries	-
	3101	STRS: Certificated	-
	4300	Materials & Supplies	-
	5600	Rentals, Leases & Repairs	-
	7619	Interfund Transfers Out	-
	9770	Designated for Economic Uncertainties	-
	9780	Other Designations	240,474
		<b>Total Expenditure Appropriation</b>	<b>\$ 240,474</b>

<u>District &amp; Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-40		<b>SPECIAL RESERVE</b>	
		<b><u>Income Source</u></b>	
	9799	Reinstatements: Beginning Balance	\$ (359,788)
	8011	Revenue Limit Sources	-
	8290	Federal Revenue	-
	8590	State Revenue	-
	8699	Local Revenue	-
	8919	Interfund Transfers In	-
		<b>Total Income</b>	<b>\$ (359,788)</b>
		<b><u>Expenditure Appropriation</u></b>	
	1100	Teacher Salaries	\$ -
	2200	Classified Support Salaries	-
	3101	STRS: Certificated	-
	4300	Materials & Supplies	-
	5600	Rentals, Leases & Repairs	-
	7619	Interfund Transfers Out	-
	9770	Designated for Economic Uncertainties	-
	9780	Other Designations	(359,788)
		<b>Total Expenditure Appropriation</b>	<b>\$ (359,788)</b>

<u>District &amp; Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-68		<b>WORKERS COMPENSATION</b>	
		<b><u>Income Source</u></b>	
	9799	Reinstatements: Beginning Balance	\$ (4,206,082)
	8011	Revenue Limit Sources	-
	8290	Federal Revenue	-
	8590	State Revenue	-
	8699	Local Revenue	-
	8919	Interfund Transfers In	-
		<b>Total Income</b>	<b>\$ (4,206,082)</b>
		<b><u>Expenditure Appropriation</u></b>	
	1100	Teacher Salaries	\$ -
	2200	Classified Support Salaries	-
	3101	STRS: Certificated	-
	4300	Materials & Supplies	-
	5600	Rentals, Leases & Repairs	-
	7619	Interfund Transfers Out	-
	9770	Designated for Economic Uncertainties	-
	9780	Other Designations	(4,206,082)
		<b>Total Expenditure Appropriation</b>	<b>\$ (4,206,082)</b>

<u>District &amp; Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-69		<b>HEALTH &amp; WELFARE</b>	
		<b><u>Income Source</u></b>	
	9799	Reinstatements: Beginning Balance	\$ (725,852)
	8011	Revenue Limit Sources	-
	8290	Federal Revenue	-
	8590	State Revenue	-
	8699	Local Revenue	(250,000)
	8919	Interfund Transfers In	250,000
		<b>Total Income</b>	<b>\$ (725,852)</b>
		<b><u>Expenditure Appropriation</u></b>	
	1100	Teacher Salaries	\$ -
	2200	Classified Support Salaries	-
	3101	STRS: Certificated	-
	4300	Materials & Supplies	-
	5600	Rentals, Leases & Repairs	-
	7619	Interfund Transfers Out	-
	9770	Designated for Economic Uncertainties	-
	9780	Other Designations	(725,852)
		<b>Total Expenditure Appropriation</b>	<b>\$ (725,852)</b>

<u>District &amp; Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-70		<b>PROPERTY &amp; LIABILITY</b>	
		<b><u>Income Source</u></b>	
	9799	Reinstatements: Beginning Balance	\$ 42,017
	8011	Revenue Limit Sources	-
	8290	Federal Revenue	-
	8590	State Revenue	-
	8699	Local Revenue	-
	8919	Interfund Transfers In	-
		<b>Total Income</b>	<b>\$ 42,017</b>
		<b><u>Expenditure Appropriation</u></b>	
	1100	Teacher Salaries	\$ -
	2200	Classified Support Salaries	-
	3101	STRS: Certificated	-
	4300	Materials & Supplies	-
	5600	Rentals, Leases & Repairs	-
	7619	Interfund Transfers Out	-
	9770	Designated for Economic Uncertainties	-
	9780	Other Designations	42,017
		<b>Total Expenditure Appropriation</b>	<b>\$ 42,017</b>

**APPROVED AND ADOPTED** this 15th day of September 2009.

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent: \_\_\_\_\_

---

Secretary, Board of Trustees

Unaudited Actuals  
FINANCIAL REPORTS  
2008-09 Unaudited Actuals  
Summary of Unaudited Actual Data Submission

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	68.76%
	CEA Deficiency Amount Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	\$0.00
CORR	Total Cost for the Education of Adults in County Correctional Facilities If the amount received for this program exceeds actual costs, the next apportionment is subject to reduction (EC 1909, 41841.5, and the Budget Act).	\$0.00
DAY	Excess Program Revenues Must spend 90% of revenues on direct instructional and documented support costs (EC 48660.2[b]). A positive number here indicates that less than 90% was spent, subjecting the next apportionment to reduction.	(\$233,187.14)
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1 If this amount is not zero, it represents an increase to your appropriations limit. The Department of Finance must be notified of increases within 45 days of budget adoption.	\$0.00
	Adjusted Appropriations Limit	\$274,282,552.97
	Appropriations Subject to Limit	\$274,282,552.97
	These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	
ICR	Preliminary Indirect Cost Rate Fixed-with-carry-forward indirect cost rate for use in 2010-11, subject to CDE approval.	3.11%
NCMOE	No Child Left Behind (NCLB) Maintenance of Effort (MOE) Determination If MOE Not Met, the 2010-11 apportionment may be reduced by the lesser of the following two percentages: MOE Deficiency Percentage - Based on Total Expenditures MOE Deficiency Percentage - Based on Expenditures Per ADA	MOE Met
TRAN	Approved Transportation Expense - Home-to-School	\$3,462,544.61
	Approved Transportation Expense - SD/OI	\$7,291,953.03
	For each of these programs, if the amount received exceeds actual costs, the next apportionment is subject to reduction (EC 41851.5[c]).	

366

Description			2008-09 Unaudited Actuals			2009-10 Budget			% Diff Column C & F
			Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	
A. REVENUES									
1) Revenue Limit Sources		8010-8099	276,275,799.54	6,331,819.00	282,607,618.54	242,896,512.00	5,556,698.00	248,453,210.00	-12.1%
2) Federal Revenue		8100-8299	923,853.14	37,640,827.94	38,564,681.08	1,000,000.00	26,379,898.00	27,379,898.00	-29.0%
3) Other State Revenue		8300-8599	22,415,306.30	52,719,753.33	75,135,059.63	32,506,568.00	33,605,719.00	66,112,287.00	-12.0%
4) Other Local Revenue		8600-8799	8,961,294.61	974,090.41	9,935,385.02	4,536,144.00	1,196,646.00	5,732,790.00	-42.3%
5) TOTAL, REVENUES			308,576,253.59	97,666,490.68	406,242,744.27	280,939,224.00	66,738,961.00	347,678,185.00	-14.4%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	166,947,239.59	41,929,649.36	208,876,888.95	155,283,949.00	38,223,760.00	193,507,709.00	-7.4%
Classified Salaries		2000-2999	28,099,985.53	30,175,644.32	58,275,629.85	28,904,009.00	28,358,813.00	57,262,822.00	-1.7%
Employee Benefits		3000-3999	52,694,238.63	20,619,209.77	73,313,448.40	53,706,775.00	18,681,262.00	72,388,037.00	-1.3%
Books and Supplies		4000-4999	3,368,495.26	8,407,555.50	11,776,050.76	6,871,943.00	13,455,369.00	20,327,312.00	72.6%
Services and Other Operating Expenditures		5000-5999	17,980,863.92	9,913,769.88	27,894,633.80	17,228,077.00	12,085,711.00	29,313,788.00	5.1%
Capital Outlay		6000-6999	910,151.78	49,891.04	960,042.82	0.00	0.00	0.00	-100.0%
Other Outgo (excluding Transfers of Indirect Costs)		7100-7299	2,513,423.67	9,028,499.20	11,541,922.87	3,196,415.00	6,387,381.00	9,583,796.00	-17.0%
Other Outgo - Transfers of Indirect Costs		7300-7399	(3,836,146.57)	3,232,165.80	(603,980.77)	(4,373,904.00)	3,707,322.00	(666,582.00)	10.4%
9) TOTAL, EXPENDITURES			268,678,251.81	123,356,384.87	392,034,636.68	260,817,264.00	120,899,618.00	381,716,882.00	-2.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)									
			39,898,001.78	(25,689,894.19)	14,208,107.59	20,121,960.00	(54,160,657.00)	(34,038,697.00)	-339.6%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	875,000.00	0.00	875,000.00	6,592,298.00	0.00	6,592,298.00	653.4%
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	1,034,046.89	0.00	1,034,046.89	0.00	0.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(26,849,619.03)	26,849,619.03	0.00	(44,186,773.00)	44,186,773.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(24,940,572.14)	24,799,619.03	(140,953.11)	(37,594,475.00)	44,186,773.00	6,592,298.00	-4776.9%

**EXHIBIT B**

Description	Resource Codes	Object Codes	2008-09 Unaudited 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)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			14,957,429.64	(890,275.16)	14,067,154.48	(17,472,515.00)	(9,973,884.00)	(27,446,399.00)	-295.1%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	10,980,084.35	10,864,160.47	21,844,244.82	25,937,513.99	9,973,885.31	35,911,399.30	64.4%
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)			10,980,084.35	10,864,160.47	21,844,244.82	25,937,513.99	9,973,885.31	35,911,399.30	64.4%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,980,084.35	10,864,160.47	21,844,244.82	25,937,513.99	9,973,885.31	35,911,399.30	64.4%
2) Ending Balance, June 30 (E + F1e)			25,937,513.99	9,973,885.31	35,911,399.30	8,464,998.99	1.31	8,465,000.30	-76.4%
Components of Ending Fund Balance									
a) Reserve for									
Revolving Cash		9711	175,000.00	0.00	175,000.00	0.00	0.00	0.00	-100.0%
Stores		9712	220,121.36	0.00	220,121.36	0.00	0.00	0.00	-100.0%
Prepaid Expenditures		9713	508,905.70	0.00	508,905.70	0.00	0.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
General Reserve		9730	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Legally Restricted Balance		9740	0.00	9,973,885.31	9,973,885.31	0.00	0.00	0.00	-100.0%
) Designated Amounts									
Designated for Economic Uncertainties		9770	7,893,009.16	0.00	7,893,009.16	0.00	0.00	0.00	-100.0%
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Designations		9780	17,140,477.77	0.00	17,140,477.77	500,000.00	0.00	500,000.00	-97.1%
IMFRP	0000	9780	409,578.69		409,578.69				
Cal Safe	0000	9780	410,327.44		410,327.44				
IM Lib. Matl. Ed Tech.	0000	9780	17,240.00		17,240.00				
Discretionary Block grant	0000	9780	86,428.00		86,428.00				
Library Abatement	0000	9780	79,696.00		79,696.00				
Site Allocation	0000	9780	249,489.63		249,489.63				
Teacher Development Grant	0000	9780	51,737.16		51,737.16				
Gift Account	0000	9780	1,446,812.85		1,446,812.85				
Arts Music Block - Sites	0000	9780	379,668.00		379,668.00				
Reserve for Prop 98 adjstmnt.	0000	9780	12,519,500.00		12,519,500.00				
Reserve for 09/10 cut	0000	9780	1,490,000.00		1,490,000.00				
Reserve for Categorical pass-through	0000	9780				500,000.00		500,000.00	
3) designated Amount		9790	0.00	0.00	0.00				

**EXHIBIT B**  
(3 of 24)

367

368

			2008-09 Unaudited Actuals			2009-10 Budget			% Diff Column C & F
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
d) Unappropriated Amount		9790				7,964,998.99	1.31	7,965,000.30	

EXHIBIT B  
(4 of 24)

Description	Resource Codes	Object Codes	2008-09 Unaudited Actuals	2009-10 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	420,673.75	412,000.00	-2.1%
3) Other State Revenue		8300-8599	1,761,957.03	1,610,478.00	-8.6%
4) Other Local Revenue		8600-8799	1,572,187.62	1,660,000.00	5.6%
5) TOTAL, REVENUES			3,754,818.40	3,682,478.00	-1.9%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	1,795,905.74	1,256,623.00	-30.0%
2) Classified Salaries		2000-2999	437,441.74	302,420.00	-30.9%
3) Employee Benefits		3000-3999	363,595.81	286,921.00	-21.1%
4) Books and Supplies		4000-4999	54,555.08	90,304.00	65.5%
5) Services and Other Operating Expenditures		5000-5999	1,021,260.49	1,094,850.00	7.2%
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	100,451.17	96,517.00	-3.9%
9) TOTAL, EXPENDITURES			3,773,210.03	3,127,635.00	-17.1%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(18,391.63)	554,843.00	-3116.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	2,608,297.00	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	(2,608,297.00)	New

Description	Resource Codes	Object Codes	2008-09 Unaudited Actuals	2009-10 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(18,391.63)	(2,053,454.00)	11065.2%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,207,552.77	2,189,161.14	-0.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,207,552.77	2,189,161.14	-0.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,207,552.77	2,189,161.14	-0.8%
2) Ending Balance, June 30 (E + F1e)			2,189,161.14	135,707.14	-93.8%
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	2,189,161.14	135,707.14	-93.8%
c) Undesignated Amount		9790	0.00		
d) Unappropriated Amount		9790		0.00	

Description	Resource Codes	Object Codes	2008-09 Unaudited Actuals	2009-10 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	8,256.00	0.00	-100.0%
3) Other State Revenue		8300-8599	2,773,324.46	3,020,550.00	8.9%
4) Other Local Revenue		8600-8799	3,150,463.33	2,907,205.00	-7.7%
5) TOTAL, REVENUES			5,932,043.79	5,927,755.00	-0.1%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	2,327,670.02	2,233,088.00	-4.1%
2) Classified Salaries		2000-2999	1,964,848.76	2,025,793.00	3.1%
3) Employee Benefits		3000-3999	1,156,509.50	1,110,132.00	-4.0%
4) Books and Supplies		4000-4999	198,994.32	317,012.00	59.3%
5) Services and Other Operating Expenditures		5000-5999	278,285.99	245,266.00	-11.9%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	59,738.76	59,739.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	180,198.01	233,173.00	29.4%
9) TOTAL, EXPENDITURES			6,166,245.36	6,224,203.00	0.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(234,201.57)	(296,448.00)	26.6%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2008-09 Unaudited Actuals	2009-10 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(234,201.57)	(296,448.00)	26.6%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,759,877.15	1,525,675.58	-13.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,759,877.15	1,525,675.58	-13.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,759,877.15	1,525,675.58	-13.3%
2) Ending Balance, June 30 (E + F1e)			1,525,675.58	1,229,227.58	-19.4%
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	1,525,675.58	1,229,227.58	-19.4%
c) Undesignated Amount		9790	0.00		
d) Unappropriated Amount		9790		0.00	

Description	Resource Codes	Object Codes	2008-09 Unaudited Actuals	2009-10 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	4,042,645.82	4,125,073.00	2.0%
3) Other State Revenue		8300-8599	306,550.92	302,805.00	-1.2%
4) Other Local Revenue		8600-8799	7,315,462.99	7,609,909.00	4.0%
5) TOTAL, REVENUES			11,664,659.73	12,037,787.00	3.2%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	4,274,654.75	4,309,527.00	0.8%
3) Employee Benefits		3000-3999	1,231,804.35	1,268,009.00	2.9%
4) Books and Supplies		4000-4999	4,399,702.48	4,776,424.00	8.6%
5) Services and Other Operating Expenditures		5000-5999	690,776.48	730,777.00	5.8%
6) Capital Outlay		6000-6999	0.00	450,000.00	New
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	323,331.59	336,892.00	4.2%
9) TOTAL, EXPENDITURES			10,920,269.65	11,871,629.00	8.7%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			744,390.08	166,158.00	-77.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2008-09 Unaudited Actuals	2009-10 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			744,390.08	166,158.00	-77.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,189,153.38	1,933,543.46	62.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,189,153.38	1,933,543.46	62.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,189,153.38	1,933,543.46	62.6%
2) Ending Balance, June 30 (E + F1e)			1,933,543.46	2,099,701.46	8.6%
Components of Ending Fund Balance					
a) Reserve for					
Revolving Cash		9711	12,750.00	0.00	-100.0%
Stores		9712	178,133.58	0.00	-100.0%
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	1,742,659.88	2,099,701.46	20.5%
c) Undesignated Amount		9790	0.00		
d) Unappropriated Amount		9790		0.00	

Description	Resource Codes	Object Codes	2008-09 Unaudited Actuals	2009-10 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,712,444.00	1,576,067.00	-8.0%
4) Other Local Revenue		8600-8799	77,179.80	65,000.00	-15.8%
5) TOTAL, REVENUES			1,789,623.80	1,641,067.00	-8.3%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	197,147.55	205,877.00	4.4%
3) Employee Benefits		3000-3999	73,480.61	74,959.00	2.0%
4) Books and Supplies		4000-4999	75,946.89	5,000.00	-93.4%
5) Services and Other Operating Expenditures		5000-5999	710,782.93	640,000.00	-10.0%
6) Capital Outlay		6000-6999	38,712.89	905,000.00	2237.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,096,070.87	1,830,836.00	67.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			693,552.93	(189,769.00)	-127.4%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	2,050,000.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	3,334,001.00	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	(3,334,001.00)	-262.6%

Description	Resource Codes	Object Codes	2008-09 Unaudited Actuals	2009-10 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			2,743,552.93	(3,523,770.00)	-228.4%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,388,643.20	7,132,196.13	62.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,388,643.20	7,132,196.13	62.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,388,643.20	7,132,196.13	62.5%
2) Ending Balance, June 30 (E + F1e)			7,132,196.13	3,608,426.13	-49.4%
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	7,132,196.13	3,608,426.13	-49.4%
c) Undesignated Amount		9790	0.00		
d) Unappropriated Amount		9790		0.00	

Description	Resource Codes	Object Codes	2008-09 Unaudited Actuals	2009-10 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	6,405.72	8,000.00	24.9%
5) TOTAL, REVENUES			6,405.72	8,000.00	24.9%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			6,405.72	8,000.00	24.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	250,000.00	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			0.00	(250,000.00)	New

Description	Resource Codes	Object Codes	2008-09 Unaudited Actuals	2009-10 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			6,405.72	(242,000.00)	-3877.9%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	317,367.31	323,773.03	2.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			317,367.31	323,773.03	2.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			317,367.31	323,773.03	2.0%
2) Ending Balance, June 30 (E + F1e)			323,773.03	81,773.03	-74.7%
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	323,773.03	81,773.03	-74.7%
c) Undesignated Amount		9790	0.00		
d) Unappropriated Amount		9790		0.00	

Description	Resource Codes	Object Codes	2008-09 Unaudited Actuals	2009-10 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	122,982.96	120,000.00	-2.4%
5) TOTAL, REVENUES			122,982.96	120,000.00	-2.4%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	318.36	0.00	-100.0%
3) Employee Benefits		3000-3999	38.97	0.00	-100.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	6,068.00	6,000.00	-1.1%
6) Capital Outlay		6000-6999	385,302.01	2,080,000.00	439.8%
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			391,727.34	2,086,000.00	432.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(268,744.38)	(1,966,000.00)	631.6%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2008-09 Unaudited Actuals	2009-10 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(268,744.38)	(1,966,000.00)	631.6%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,941,957.91	5,673,213.53	-4.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,941,957.91	5,673,213.53	-4.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,941,957.91	5,673,213.53	-4.5%
2) Ending Balance, June 30 (E + F1e)			5,673,213.53	3,707,213.53	-34.7%
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	5,673,213.53	3,707,213.53	-34.7%
c) Undesignated Amount		9790	0.00		
d) Unappropriated Amount		9790		0.00	

Description	Resource Codes	Object Codes	2008-09 Unaudited Actuals	2009-10 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	996,678.09	1,100,000.00	10.4%
5) TOTAL, REVENUES			996,678.09	1,100,000.00	10.4%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	89,164.81	92,710.00	4.0%
3) Employee Benefits		3000-3999	31,215.28	36,176.00	15.9%
4) Books and Supplies		4000-4999	50,704.28	32,000.00	-36.9%
5) Services and Other Operating Expenditures		5000-5999	1,479,923.46	521,000.00	-64.8%
6) Capital Outlay		6000-6999	1,008,519.89	510,000.00	-49.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	395,913.02	0.00	-100.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,055,440.74	1,191,886.00	-61.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(2,058,762.65)	(91,886.00)	-95.5%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2008-09 Unaudited Actuals	2009-10 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(2,058,762.65)	(91,886.00)	-95.5%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,734,565.55	3,777,627.54	-20.2%
b) Audit Adjustments		9793	1,101,824.64	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			5,836,390.19	3,777,627.54	-35.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,836,390.19	3,777,627.54	-35.3%
2) Ending Balance, June 30 (E + F1e)			3,777,627.54	3,685,741.54	-2.4%
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	3,777,627.54	3,685,741.54	-2.4%
c) Undesignated Amount		9790	0.00		
d) Unappropriated Amount		9790		0.00	

Description	Resource Codes	Object Codes	2008-09 Unaudited Actuals	2009-10 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	4,414,133.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	197,473.72	225,000.00	13.9%
5) TOTAL, REVENUES			4,611,606.72	225,000.00	-95.1%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	9,220.08	6,100.00	-33.8%
6) Capital Outlay		6000-6999	6,726,270.51	245,000.00	-96.4%
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			6,735,490.59	251,100.00	-96.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(2,123,883.87)	(26,100.00)	-98.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	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 Unaudited Actuals	2009-10 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(2,123,883.87)	(26,100.00)	-98.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,457,007.59	2,333,123.72	-47.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,457,007.59	2,333,123.72	-47.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,457,007.59	2,333,123.72	-47.7%
2) Ending Balance, June 30 (E + F1e)			2,333,123.72	2,307,023.72	-1.1%
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	2,333,123.72	2,307,023.72	-1.1%
c) Undesignated Amount		9790	0.00		
d) Unappropriated Amount		9790		0.00	

Description	Resource Codes	Object Codes	2008-09 Unaudited Actuals	2009-10 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,592,460.75	3,448,500.00	-4.0%
5) TOTAL, REVENUES			3,592,460.75	3,448,500.00	-4.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	3,957.49	3,000.00	-24.2%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	2,016,682.71	2,155,000.00	6.9%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			2,020,640.20	2,158,000.00	6.8%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			1,571,820.55	1,290,500.00	-17.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	875,000.00	650,000.00	-25.7%
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			(875,000.00)	(650,000.00)	-25.7%

Description	Resource Codes	Object Codes	2008-09 Unaudited Actuals	2009-10 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			696,820.55	640,500.00	-8.1%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,192,527.37	2,889,347.92	31.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,192,527.37	2,889,347.92	31.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,192,527.37	2,889,347.92	31.8%
2) Ending Balance, June 30 (E + F1e)			2,889,347.92	3,529,847.92	22.2%
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	2,889,347.92	3,529,847.92	22.2%
c) Undesignated Amount		9790	0.00		
d) Unappropriated Amount		9790		0.00	


Description	Resource Codes	Object Codes	2008-09 Unaudited Actuals	2009-10 Budget	Percent Difference
<b>A. REVENUES</b>					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	50,992,965.42	52,417,000.00	2.8%
5) TOTAL, REVENUES			50,992,965.42	52,417,000.00	2.8%
<b>B. EXPENSES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	314,888.76	318,102.00	1.0%
3) Employee Benefits		3000-3999	94,835.17	107,190.00	13.0%
4) Books and Supplies		4000-4999	11,719.07	17,000.00	45.1%
5) Services and Other Operating Expenses		5000-5999	51,264,881.08	51,464,158.00	0.4%
6) Depreciation		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			51,686,324.08	51,906,450.00	0.4%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(693,358.66)	510,550.00	-173.6%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	250,000.00	New
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	250,000.00	New

Description	Resource Codes	Object Codes	2008-09 Unaudited Actuals	2009-10 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN NET ASSETS (C + D4)</b>			(693,358.66)	760,550.00	-209.7%
<b>F. NET ASSETS</b>					
1) Beginning Net Assets					
a) As of July 1 - Unaudited		9791	5,389,134.05	238,523.39	-95.6%
b) Audit Adjustments		9793	(4,457,252.00)	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			931,882.05	238,523.39	-74.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Assets (F1c + F1d)			931,882.05	238,523.39	-74.4%
2) Ending Net Assets, June 30 (E + F1e)			238,523.39	999,073.39	318.9%
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	0.00	319,073.39	New
c) Undesignated Amount		9790	(441,476.61)		
d) Unappropriated Amount		9790		0.00	

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 2009

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

FROM: Ron Lebs, Deputy Superintendent, Business and Support Services 

SUBJECT: **MAINTENANCE AND OPERATIONS COMPLETED SUMMER  
PROJECTS/ PRIORITY REPAIR SCHOOL SITE LISTS FOR  
2009/2010 FISCAL YEAR**

---

**BACKGROUND INFORMATION**

In order to provide the Board of Trustees with current facility maintenance and repair information, staff has compiled two project lists. The first list is of projects that have been completed over the summer of 2009. The second list is of the high priority repair and/or maintenance projects throughout the district for 2009/10 as compiled by the Maintenance and Operations staff.

**CURRENT CONSIDERATIONS**

Staff is presenting for Trustee review and consideration:

Exhibit A - Maintenance and Operations Summer Projects 2009/10

Exhibit B - Maintenance and Operations Priority Repair School Site List 2009/10

Given the Board's desire to improve the condition of school facilities, Maintenance and Operations staff members identified priorities for the upcoming school year. The main focus used in compiling the priority repair school site list consists of safety, roof repairs, indoor air quality, carpet repairs, improved classroom lighting, energy efficiency, relocatable issues, restroom conditions, and asphalt play areas and fields. The criteria was based on the input gathered from the principals, Maintenance and Operations work crews, work orders, and work identified by the WLC Architects, Inc. Facilities Master Plan.

These projects are included in the work order system as active work orders; however, they are only a fraction of the approximately 13,000 work orders that are generated and completed each year.

**FINANCIAL IMPLICATIONS**

Projects identified herein will be funded by Routine Restricted Maintenance Account and Deferred Maintenance Fund.

**STAFF RECOMMENDATION**

It is respectfully recommended that Board President Addonizio recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who along with John Forney, Director I Construction, will introduce this agenda item and be available to answer any questions Trustees may have.

INFORMATION/  
DISCUSSION

**MAINTENANCE AND OPERATIONS**  
**COMPLETED SUMMER PROJECTS 2009/2010**

<b>SITE</b>	<b>PROJECT</b>	<b>FUNDING</b>	<b>LABOR</b>	<b>START DATE</b>
Aliso Niguel High School	Tennis court resurfacing	Fund 14	Prosurface	7/10/09
Aliso Niguel High School	Bleacher maintenance serviced for telescoping bleachers in main/auxiliary gyms	Routine/Repair Maintenance 221	Sports Facility Group	8/09
Aliso Niguel High School	Gym floor-sanding, striping and finishing	Routine/Repair Maintenance 203	Mr. Clean Maintenance Services	8/1/09 – 8/30/09
Aliso Niguel High School	P-17 Carpet Replacement	Fund 14	C&A Floorcovering	7/09
Aliso Niguel High School	Bldg. 400/Hallway Vinyl Tile Replacement	Fund 14	C&A Floorcovering	7/09
Aliso Niguel High School	Irrigation Main Break Repair	Routine/Repair Maintenance 221	In house	7/09
Aliso Niguel High School	Replace (3) Rooftop HVAC units	Routine/Repair Maintenance 221	In house	8/3/09
Aliso Niguel High School	(2) Emergency Generators Serviced	Routine/Repair Maintenance 221	Generator Services	8/7/09
Aliso Niguel High School	12 step inspection of basketball backstops in main/auxiliary gyms	Routine/Repair Maintenance 221	Sports Facility Group	8/09
Aliso Niguel High School	Message display systems serviced	Routine/Repair Maintenance 221	Sports Facility Group	8/09
Aliso Viejo MS	Rms 101, 108, 605 & 608 Carpet Replacement	Fund 14	C&A Floorcovering	7/09
Aliso Viejo MS	Emergency Generator Serviced	Routine/Repair Maintenance 221	Generator Services	8/7/09
Arroyo Vista K-8	Emergency Generator	Routine/Repair	Generator	8/8/09

SITE	PROJECT	FUNDING	LABOR	START DATE
	Serviced	Maintenance 221	Services	
Arroyo Vista K-8	Roof replacement	Fund 14	TBD Bid	8/14/09
Arroyo Vista K-8	Field renovations	4500-204	In house	7/1/09 – 8/15/09
Arroyo Vista K-8	HVAC System Serviced/Installation of Epoxy coating to HVAC tower	Routine/Repair Maintenance 203	Premiere Water Services	8/09
Benedict Elementary	Field renovations	4500-204	In house	7/7/09 – 8/14/09
Benedict Elementary	P6, C2 & D3 Carpet Replacement	Fund 14	C&A Floorcovering	7/09
Bergeson Elementary	H22 Carpet Replacement	Fund 14	C&A Floorcovering	7/09
Bernice Ayer Middle School	Irrigation Main Break Repair	Routine/Repair Maintenance 221	In house	7/09
Capistrano Valley High School	C2 A & B, PE6 & PE8 Carpet Replacement	Fund 14	C&A Floorcovering	7/09
Capistrano Valley High School	Message display systems serviced	Routine/Repair Maintenance 221	Sports Facility Group	8/09
Capistrano Valley High School	Bleacher maintenance serviced for telescoping bleachers in main/auxiliary gyms	Routine/Repair Maintenance 221	Sports Facility Group	8/09
Capistrano Valley High School	HVAC System Serviced	Routine/Repair Maintenance 203	Premiere Water Services	8/09
Capistrano Valley High School	Emergency generator Serviced	Routine/Repair Maintenance 221	Generator Services	8/8/09
Capistrano Valley High School	Wall removal additional data and power C2A & C2B	Routine/Repair Maintenance 221	In house	6/22/09
Capistrano Valley High School	Tennis court resurfacing	Fund 14	Prosurface	8/17/09
Capistrano Valley	Pool drains	Routine/Repair	Knorr Systems	8/1/09

<b>SITE</b>	<b>PROJECT</b>	<b>FUNDING</b>	<b>LABOR</b>	<b>START DATE</b>
High School		Maintenance 221		
Capistrano Valley High School	Gym floor – screen and recoat	Routine/Repair Maintenance 203	Mr. Clean Maintenance Services	8/1/09 – 8/10/09
Capistrano Valley High School	New pool lights	Routine/Repair Maintenance 221	Knorr Systems	8/1/09
Castille Elementary	HVAC System Serviced	Routine/Repair Maintenance 203	Premiere Water Services	8/09
Chaparral Elementary	Portable roofing	Fund 14	TBD Bid	8/14/09
Chaparral Elementary	Emergency generator serviced	Routine/Repair Maintenance 221	Generator Services	8/8/09
Concordia Elementary	Library Carpet Replacement	Fund 14	C&A Floorcovering	7/09
Dana Hills High School	Emergency generator serviced	Routine/Repair Maintenance 221	Generator Services	8/8/09
Dana Hills High School	Rms 917 & 921 Carpet Replacement	Fund 14	C&A Floorcovering	7/09
Dana Hills High School	HVAC System Serviced	Routine/Repair Maintenance 203	Premiere Water Services	8/09
Dana Hills High School	Bleacher maintenance serviced for telescoping bleachers in main/auxiliary gyms	Routine/Repair Maintenance 221	Sports Facility Group	8/09
Dana Hills High School	Pool drains	Routine/Repair Maintenance 221	Knorr Systems	8/1/09
Dana Hills High School	Gym floors-repair, screen and recoat	Routine/Repair Maintenance 203	Mr. Clean Maintenance Services	8/17/09 – 8/30/09
Dana Hills High School	Shade structure	ASB	Shade Structure	8/17/09

SITE	PROJECT	FUNDING	LABOR	START DATE
Dana Hills High School	Transformer-change out	Routine/Repair Maintenance 221	Commercial Fence	7/09
Dana Hills High School	Portable AC Unit change out	Routine/Repair Maintenance 221	In house	7/09
Dana Hills High School	Fire line repair	Routine/Repair Maintenance 221	Pacific Plumbing	7/09
Dana Hills High School	12 step inspection of basketball backstops in main/auxiliary gyms	Routine/Repair Maintenance 221	Sports Facility Group	8/09
Dana Hills High School	Message display systems serviced	Routine/Repair Maintenance 221	Sports Facility Group	8/09
Districtwide	Locker repairs	Routine/Repair Maintenance 221	Rusco	7/1/09
Districtwide	Restart all HVAC systems	Routine/Repair Maintenance 221	In house	8/3/09
Districtwide	Clean HVAC coils, ice machines, staff refrigerators	Routine/Repair Maintenance 221	In house	7/1/09
Districtwide	Teacher Room Moves- approx. (75) to date	Routine/Repair Maintenance 221	In house	6/19/09
Don Juan Avila MS	Emergency generator serviced	Routine/Repair Maintenance 221	Generator Services	8/8/09
Education Center	Emergency generator serviced	Routine/Repair Maintenance 221	Generator Services	8/15/09
Education Center/ Admin. Bldg.	HVAC System Serviced	Routine/Repair Maintenance 203	Premiere Water Services	8/09
Food Services/Main Warehouse	Food Service wall	Routine/Repair Maintenance 221	In house	8/1/09
Food Services/Central Kitchen	Installation (1) Steam boiler	Routine/Repair Maintenance 203	Premiere Water Services	8/1/09
George White	Message display systems	Routine/Repair Maintenance	Sports Facility	8/09

SITE	PROJECT	FUNDING	LABOR	START DATE
Elementary	serviced	221	Group	
Hidden Hills Elementary	Emergency Generator serviced	Routine/Repair Maintenance 221	Generator Services	8/8/09
Kinoshita Elementary	Field renovations	4500-204	In house	7/7/09 – 8/14/09
Kinoshita Elementary	Emergency generator serviced	Routine/Repair Maintenance	Generator Services	8/10/09
Ladera Ranch Elementary	Roof repair P4 relocatable	Routine/Repair Maintenance 221	In house	6/23/09
Ladera Ranch Elementary	Emergency generator services	Routine/Repair Maintenance 221	Generator Services	8/10/09
Laguna Niguel Elementary	Emergency generator serviced	Routine/Repair Maintenance 221	Generator Services	8/10/09
Las Flores Elementary	Rms. EP1,EP2,EP3, EP6, EP7 & EP8 Carpet Replacement	Fund 14	C&A Floorcovering	7/09
Las Flores Elementary	CSR removal of wall	Fund 25	Pacific MH Construction	7/7/09
Las Flores Middle School	Install ventilation exhaust in C-103	Routine/Repair Maintenance 221	In house	7/20/09
Las Flores Middle School	Emergency generator serviced	Routine/Repair Maintenance 221	Generator Services	8/13/09
Las Palmas Elementary	Portables 45 and 46 Carpet Replacement	Fund 14	C&A Floorcovering	7/09
Las Palmas Elementary	CSR removal of wall	Fund 25	Pacific MH Construction	8/1/09
Las Palmas Elementary	Field renovations	4500-204	In house	7/7/09 – 8/14/09
Las Palmas Elementary	HVAC System Serviced	Routine/Repair Maintenance 203	Premiere Water Services	8/09
Malcom	Emergency generator	Routine/Repair Maintenance	Generator	8/13/09

SITE	PROJECT	FUNDING	LABOR	START DATE
Elementary	serviced	221	Services	
Marco Forster Middle School	Rms. 709, 606, 714, & 717 Carpet Replacement	Fund 14	C&A Floorcovering	7/09
Marco Forster Middle School	Sewer line	Fund 14	Pacific Plumbing	7/24/09
Marco Forster Middle School	Back Flow Replacement	Routine/Repair Maintenance 221	Pacific Plumbing	7/09
Moulton Elementary	HVAC System Serviced	Routine/Repair Maintenance 203	Premiere Water Services	8/09
Newhart Middle School	Additional lockers for locker room	CFD 87-1	Rusco	8/3/09
Newhart Middle School	Message display systems serviced	Routine/Repair Maintenance 221	Sports Facility Group	8/09
Newhart Middle School	Remove outside electrical roof – Replace with chain link fencing	Routine/Repair Maintenance 221	Pacific Mobile	8/1/09
Niguel Hills Middle School	Security Cameras	Site Funded	In house	8/1/09
Niguel Hills Middle School	HVAC System Serviced	Routine/Repair Maintenance 203	Premiere Water Services	8/09
Niguel Hills Middle School	Portable 24 Carpet Replacement	Fund 14	C&A Floorcovering	7/09
Niguel Hills Middle School	Message display systems serviced	Routine/Repair Maintenance 221	Sports Facility Group	8/09
Oak Grove Elementary	Emergency Generator Serviced	Routine/Repair Maintenance 221	Generator Services	8/14/09
Palisades Elem.	Rm. 13 Carpet Replacement	Fund 14	C&A Floorcovering	7/09
Palisades Elem.	Concrete replacement	Routine/Repair Maintenance 221	In house	7/3/09
Palisades Elem.	Computer lab – P27 35 drops	Routine/Repair Maintenance	In house	8/1/09

SITE	PROJECT	FUNDING	LABOR	START DATE
R.H. Dana ENF	Speech Office, Pod 3/Halls & ATS/Nurse Carpet Replacement	221 Fund 14	C&A Floorcovering	7/09
R.H. Dana ENF	Emergency generator serviced	Routine/Repair Maintenance 221	Generator Services	8/14/09
San Clemente Upper Campus	Administration area Carpet Replacement	Fund 14	C&A Floorcovering	7/09
San Clemente HS Upper Campus	Remove fence	Routine/Repair Maintenance 221	In house	7/20/09
San Clemente High School	Rms. U2 & P27 Carpet Replacement	Fund 14	C&A Floorcovering	7/09
San Clemente High School	Resurface pool deck	Fund 14	Sundek	8/10/09
San Clemente High School	Bleacher maintenance serviced for telescoping bleachers in main/auxiliary gyms	Routine/Repair Maintenance 221	Sports Facility Group	8/09
San Clemente High School	Replace janitorial sink and wall repairs in the Triton Center	Routine/Repair Maintenance 221	In house	7/22/09
San Clemente High School	Walk-In Freezer replacement	Food Service	Admiral	6/22/09
San Clemente High School	Gym floor-screen and recoat	Routine/Repair Maintenance 203	Mr. Clean Maintenance Services	7/29/09 – 8/3/09
San Clemente High School	Transformer change out	Routine/Repair Maintenance	SDG&E	7/09
San Clemente High School	Fence enclosure	Routine/Repair Maintenance 221	Commercial Fence	7/09
San Clemente High School	12 step inspection of basketball backstops in	Routine/Repair Maintenance 221	Sports Facility Group	8/09

SITE	PROJECT	FUNDING	LABOR	START DATE
	main/auxiliary gyms			
San Clemente High School	Pool deck-New hardware doors	Routine/Repair Maintenance 221	In house	8/17/09
San Clemente High School	Message display systems serviced	Routine/Repair Maintenance 221	Sports Facility Group	8/09
San Juan Hills High School	12 step inspection of basketball backstops in main/auxiliary gyms	Routine/Repair Maintenance 221	Sports Facility Group	8/09
San Juan Hills High School	Bleacher maintenance serviced for telescoping bleachers in main/auxiliary gyms	Routine/Repair Maintenance 221	Sports Facility Group	8/09
San Juan Hills High School	Gym floor -- screen and recoat		Mr. Clean Maintenance Services	8/24/09
San Juan Hills High School	Computer lab -- E4 28 drops	Routine/Repair Maintenance 221	In house	8/1/09
San Juan Hills High School	Install a utility sink and piping in stagecraft room	Routine/Repair Maintenance 221	In house	7/20/09
San Juan Hills High School	Message display systems serviced	Routine/Repair Maintenance 221	Sports Facility Group	8/09
Shorecliffs Middle School	Emergency generator serviced	Routine/Repair Maintenance 221	Generator Services	8/14/09
Shorecliffs Middle School	HVAC System Serviced	Routine/Repair Maintenance 203	Premiere Water Services	8/09
Shorecliffs Middle School	Message display systems serviced	Routine/Repair Maintenance 221	Sports Facility Group	8/09
Tesoro High School	Portables 3 & 4 Carpet Replacement	Fund 14	C&A Floorcovering	7/09
Tesoro High School	Gym floor -- screen and recoat	Routine/Repair Maintenance 203	Mr. Clean Maintenance	8/8/09 -- 8/16/09

SITE	PROJECT	FUNDING	LABOR	START DATE
			Service	
Tesoro High School	Tennis court resurfacing	Fund 14	Prosurface	8/24/09
Tesoro High School	Bleacher maintenance service for telescoping bleachers in main/auxiliary gyms	Routine/Repair Maintenance 221	Sports Facility Group	8/09
Tesoro High School	Message display systems serviced	Routine/Repair Maintenance 221	Sports Facility Group	8/09
Tesoro High School	Emergency generator serviced	Routine/Repair Maintenance 221	Generator Services	8/14/09
Tesoro High School	Replaced(72) defective bleacher seats and (78) seat brackets	Routine/Repair Maintenance 221	Sports Facility Group	8/09
Tesoro High School	12 step inspection of basketball backstops in main/auxiliary gyms	Routine/Repair Maintenance 221	Sports Facility Group	8/09
Tesoro High School	Portables 3 & 4 Repair to siding interior, floor & new interior paint	Routine/Repair Maintenance 221	In house	7/09
Tijeras Creek Elementary	Rms. G2/G3, G4/G5, F1/F2, F3/F4, E1/E2, E3/E4	Fund 14	C&A Floorcovering	7/09
Tijeras Creek Elementary	CSR removal of walls	Fund 25	Pacific MH Construction	6/29/09
Vista Del Mar Elementary	Sidewalk installation	Mello Roos	Farino	6/19/09
Vista Del Mar Elementary	Emergency generator serviced	Routine/Repair Maintenance 221	Generator Services	8/15/09
Wagon Wheel Elementary	Emergency generator serviced	Routine/Repair Maintenance 221	Generator Services	8/15/09

**Capistrano Unified School District  
Maintenance and Operations  
Priority Repair School Site List 2009/10**

<b>AMBUEHL ES</b>	<b>FUNDING</b>
Parking lot and playground slurry	Deferred Maintenance
Repair various wood siding on main building	Routine Restricted Maintenance
Repair trim and siding on various portables	Routine Restricted Maintenance
Install (3) exhaust fans in various locations	Deferred Maintenance
Repair or replace carpet	Deferred Maintenance
<b>ARROYO VISTA ES</b>	
Repair security alarm system in two story building	Routine Restricted Maintenance
Replace carpet in library	Deferred Maintenance
Replace water supply valve for kitchen	Routine Restricted Maintenance
Trim large trees in front of school and kindergarten area	Routine Restricted Maintenance
<b>DON JUAN AVILA ES</b>	
Paint lunch area wood structure cover	Routine Restricted Maintenance
Lighting retrofit to T-8 energy saving	Utility/On Bill Financing
Repair HVAC in Room 404	Routine Restricted Maintenance
Add HVAC supply in electrical room	Routine Restricted Maintenance
Fill in holes along perimeter fence	Routine Restricted Maintenance
<b>BARCELONA HILLS ES</b>	
Replace various wood siding on main building	Routine Restricted Maintenance
Lighting retrofit to T-8 energy saving	Utility/On Bill Financing
Paint exterior of portables	Routine Restricted Maintenance
Repair storm drain at big toy	Routine Restricted Maintenance
Replace thermostats in rooms 1 and 2	Routine Restricted Maintenance
<b>BATHGATE ES</b>	
Repair rain gutter at various	Routine Restricted Maintenance
Paint various doors and frames in main building	Routine Restricted Maintenance
Replace fascia wood rot	Routine Restricted Maintenance
Trim all trees at site	Routine Restricted Maintenance
Roof repairs	Routine Restricted Maintenance

**Capistrano Unified School District  
Maintenance and Operations  
Priority Repair School Site List 2009/10**

<b>BENEDICT ES</b>	
Replace siding on portables	Routine Restricted Maintenance
Replace or repair carpet in areas due to safety concerns	Routine Restricted Maintenance
Trim large trees by office and big toy	Routine Restricted Maintenance
Parking lot slurry	Deferred Maintenance
<b>BERGESON ES</b>	
Parking lot slurry	Deferred Maintenance
New irrigation clock	Routine Restricted Maintenance
Replace girls restroom, kindergarden workroom fans	Routine Restricted Maintenance
Repair two drinking fountains and one sink	Routine Restricted Maintenance
Replace one HVAC unit on portable	Deferred Maintenance
Repair or replacment of doors campus wide	Routine Restricted Maintenance
<b>CANYON VISTA ES</b>	
Paint exterior doors	Routine Restricted Maintenance
Repair (2) irrigation valves on field	Routine Restricted Maintenance
Trim trees campus wide	Routine Restricted Maintenance
Replace condensation line in freezer	Routine Restricted Maintenance
<b>CASTILLE ES</b>	
Repalce or repair rain gutters campus wide	Routine Restricted Maintenance
Lighting retrofit to T-8 energy savings	Utility/On Bill Financing
Field renovation	Routine Restricted Maintenance
Replace or modify cage around backflow device	Routine Restricted Maintenance
Replace sand under the big toy	Routine Restricted Maintenance
Replace or repair parking lot asphalt	Deferred Maintenance
<b>CHAPARRAL ES</b>	
Replace or repair ramps to portables	Routine Restricted Maintenance
Replace exhaust fan on roof above Room 10	Routine Restricted Maintenance
Replace electrical room exhaust fan	Routine Restricted Maintenance
Replace kitchen evaporative cooler	Routine Restricted Maintenance
Trim (10) pepper trees around school site	Routine Restricted Maintenance

**Capistrano Unified School District  
Maintenance and Operations  
Priority Repair School Site List 2009/10**

<b>CONCORDIA ES</b>	
Repair data conduits on roofs	Routine Restricted Maintenance
Parking lot and playground slury	Deferred Maintenance
Repair or replace rain gutters	Routine Restricted Maintenance
Replace rooftop exhaust fans	Routine Restricted Maintenance
Add irrigation to various areas of campus	Routine Restricted Maintenance
<b>CROWN VALLEY ES</b>	
Parking lot and playground asphalt and slurry repairs	Deferred Maintenance
Replace or repair classroom and restroom doors	Routine Restricted Maintenance
Replace (5) HVAC condensation units	Deferred Maintenance
Trim trees and field renovation	Routine Restricted Maintenance
Painting of doors campus wide	Routine Restricted Maintenance
<b>R. H. DANA ES</b>	
Parking lot, playground slurry and asphalt repair	Deferred Maintenance
Replace or repair various HVAC units on portables	Routine Restricted Maintenance
Repair of siding and trim on various portables	Routine Restricted Maintenance
Replace restroom exhaust fan	Routine Restricted Maintenance
Repair or replace various classroom carpets	Deferred Maintenance
<b>R.H. DANA ENF ES</b>	
Replace siding on portables	Routine Restricted Maintenance
Replace ceiling tiles various areas of campus	Routine Restricted Maintenance
Replace or repair electric front and back doors	Routine Restricted Maintenance
Trim big pine tree in front of big toy	Routine Restricted Maintenance
Replace or repair carpet in various locations	Deferred Maintenance
<b>DEL OBISPO ES</b>	
Repair roof tiles	Routine Restricted Maintenance
Paint rusting iron fence in front of campus	Routine Restricted Maintenance
Replace restroom exhaust fan	Routine Restricted Maintenance
Pilot cleaning chemical program (Custodial Operations)	Routine Restricted Maintenance
Repair or replace restroom partitions	Routine Restricted Maintenance

**Capistrano Unified School District  
Maintenance and Operations  
Priority Repair School Site List 2009/10**

<b>HANKEY ES</b>	
Repair sandbox for big toy	Routine Restricted Maintenance
Seismic bracing of water heater	Routine Restricted Maintenance
Roof repairs	Routine Restricted Maintenance
Replace or repair doors	Routine Restricted Maintenance
Trim large trees in front of school	Routine Restricted Maintenance
<b>HIDDEN HILLS ES</b>	
Repair sliding glass door	Routine Restricted Maintenance
Replace restroom exhaust fan	Routine Restricted Maintenance
Paint exterior of doors	Routine Restricted Maintenance
Replace wood on ball walls	Routine Restricted Maintenance
Replace gas connection of oven	Routine Restricted Maintenance
<b>KINOSHITA ES</b>	
Seal underground conduits from water entering building	Routine Restricted Maintenance
Repair rain gutters	Routine Restricted Maintenance
Pilot cleaning chemical, soap and paper products	Routine Restricted Maintenance
Trim large trees in front of campus	Routine Restricted Maintenance
Roof repairs	Routine Restricted Maintenance
<b>LADERA RANCH ES</b>	
Repair fence and modify around kindergarten area	Routine Restricted Maintenance
Repair or replace chipping concrete work	Routine Restricted Maintenance
Replaced exterior siding on portables	Routine Restricted Maintenance
Roof repairs	Routine Restricted Maintenance
<b>LAGUNA NIGUEL ES</b>	
Slope weed abatement	Routine Restricted Maintenance
Trim trees	Routine Restricted Maintenance
Possible adding of YMCA portables	YMCA
Roof repairs	Routine Restricted Maintenance

**Capistrano Unified School District  
Maintenance and Operations  
Priority Repair School Site List 2009/10**

<b>LAS FLORES ES</b>	
Campus wide iron fence repair	Routine Restricted Maintenance
Replace (8) irrigation valves	Routine Restricted Maintenance
Hydrojet drains in covered basketball area	Routine Restricted Maintenance
Repair or replacment of door	Routine Restricted Maintenance
<b>LAS PALMAS ES</b>	
Repair or replace HVAC units on older portables	Deferred Maintenance
Fence repair campus wide	Routine Restricted Maintenance
Repair or replacement of ramps to portables	Routine Restricted Maintenance
Repair or replacment of asphalt campus wide	Deferred Maintenance
Trim large trees in front of campus	Routine Restricted Maintenance
<b>LOBO ES</b>	
Replace exhaust fans on rooftops campus wide	Routine Restricted Maintenance
Portable ramp repairs	Routine Restricted Maintenance
Roof leak and gutter repair	Routine Restricted Maintenance
Repair or replacement of carpet	Deferred Maintenance
Paint exterior of portables	Routine Restricted Maintenance
<b>MALCOM ES</b>	
Replace or repair restroom partitions	Routine Restricted Maintenance
Painting of portables	Routine Restricted Maintenance
Planting of slope next to field	Routine Restricted Maintenance
Repair of rain gutters	Routine Restricted Maintenance
Replace condensate line	Routine Restricted Maintenance
<b>MARBLEHEAD ES</b>	
Painting of doors and patio gates	Routine Restricted Maintenance
Update HVAC EMS system with new modem	Routine Restricted Maintenance
Repair irrigation on slope areas	Routine Restricted Maintenance
Roof repairs	Routine Restricted Maintenance

**Capistrano Unified School District  
Maintenance and Operations  
Priority Repair School Site List 2009/10**

<b>MOULTON ES</b>	
Lighting retrofit to T-8 energy savings	Utility/On Bill Financing
Portable ramp and skirting repairs	Routine Restricted Maintenance
Repair irrigation by office planters	Routine Restricted Maintenance
Repair or replace carpet	Deferred Maintenance
Replace condensate fans	Routine Restricted Maintenance
<b>OAK GROVE ES</b>	
Move fire blackflow device above ground	Routine Restricted Maintenance
Repair or replace HVAC units on portables	Routine Restricted Maintenance
Lighting retrofit to T-8 energy savings	Utility/On Bill Financing
Replace or repair portable skirting and trim	Routine Restricted Maintenance
Field renovation	Routine Restricted Maintenance
<b>OSO GRANDE ES</b>	
Lighting retrofit to T-8 energy savings	Utility/On Bill Financing
<b>PALISADES ES</b>	
Parking lot and playground slurry	Deferred Maintenance
Paint portables	Routine Restricted Maintenance
Concrete replacement	Routine Restricted Maintenance
Replace furnace in classrooms	Routine Restricted Maintenance
Repair sewer line from D Building to restroom	Routine Restricted Maintenance
<b>REILLY ES</b>	
Lighting retrofit to T-8 energy savings	Utility/On Bill Financing
Repair of carpet transition strips	Routine Restricted Maintenance
Repair or replace asphalt	Routine Restricted Maintenance
Replacement of elect. doors leading into and out of office	Routine Restricted Maintenance
Field renovation	Routine Restricted Maintenance
<b>SAN JUAN ES</b>	
Portable ramp repairs	Routine Restricted Maintenance
Repair of ball walls	Routine Restricted Maintenance
Parking lot and playground slurry	Routine Restricted Maintenance
New irrigation pump on baseball field	Routine Restricted Maintenance
Roof repair	Routine Restricted Maintenance

**Capistrano Unified School District  
Maintenance and Operations  
Priority Repair School Site List 2009/10**

<b>TIJERAS CREEK ES</b>	
Lighting retrofit to T-8 energy savings	Utility/On Bill Financing
Repair tile roof	Routine Restricted Maintenance
Repair irrigation leak under sidewalk	Routine Restricted Maintenance
Painting of doors	Routine Restricted Maintenance
<b>VIEJO ES</b>	
Repair or replace siding on portables	Routine Restricted Maintenance
Bathroom partitons stall replacements	Routine Restricted Maintenance
Roof repairs	Routine Restricted Maintenance
Trim large trees in front and back of campus	Routine Restricted Maintenance
<b>VISTA DEL MAR ES</b>	
See Vista Del Mar MS	
<b>WAGON WHEEL ES</b>	
Repair or replace siding on portables	Routine Restricted Maintenance
Replace or repair asphalt and slurry	Deferred Maintenance
Painting of portables	Routine Restricted Maintenance
Replace or repair carpet campus wide	Deferred Maintenance
<b>WHITE ES</b>	
Repair rain gutters	Routine Restricted Maintenance
Replace door to main electrical room	Routine Restricted Maintenance
Repair roof leaks on main building	Routine Restricted Maintenance
Replace outside sink cabinets	Routine Restricted Maintenance
Roof repairs	Routine Restricted Maintenance
<b>WOOD CANYON ES</b>	
Lighting retrofit to T-8 energy savings	Utility/On Bill Financing
Repair of siding and skirts on portables	Routine Restricted Maintenance
Repair ramps to portables	Routine Restricted Maintenance
Painting exterior of portables	Routine Restricted Maintenance
Add HVAC air supply to electrical room	Routine Restricted Maintenance

**Capistrano Unified School District  
Maintenance and Operations  
Priority Repair School Site List 2009/10**

<b>ALISO VIEJO MS</b>	
Repair flooring in portables	Routine Restricted Maintenance
Lighting retrofit to T-8 energy savings	Utility/On Bill Financing
Paint doors and lunch area patio cover	Routine Restricted Maintenance
Replace or repair carpet campus wide	Deferred Maintenance
Trimming of trees campus wide	Routine Restricted Maintenance
<b>ARROYO VISTA MS</b>	
Lighting retrofit to T-8 energy savings	Utility/On Bill Financing
Install new control to HVAC cooling tower	Routine Restricted Maintenance
<b>DON JUAN AVILA MS</b>	
Lighting retrofit to T-8 energy savings	Utility/On Bill Financing
Repair lunch area canopy	Routine Restricted Maintenance
Paint interior walls of campus	Routine Restricted Maintenance
Add HVAC air supply to electrical room	Routine Restricted Maintenance
Field renovation	Routine Restricted Maintenance
<b>BERNICE AYER MS</b>	
Replace computer cabling to portables	Routine Restricted Maintenance
Replace lunch tables	Routine Restricted Maintenance
Asphalt repair and slurry	Deferred Maintenance
Paint doors and exterior of portables	Routine Restricted Maintenance
Replace domestic backflow device	Routine Restricted Maintenance
Replace coaches office AC and exhaust fan	Routine Restricted Maintenance
<b>HANKEY MS</b>	
See Hankey ES	
<b>LADERA RANCH MS</b>	
See Ladera Ranch ES	

**Capistrano Unified School District  
Maintenance and Operations  
Priority Repair School Site List 2009/10**

<b>MARCO FORSTER MS</b>	
Repair or replacment of portable ramps	Routine Restricted Maintenance
Painting of portables	Routine Restricted Maintenance
Repair/replacement of carpet in portables & main campus	Deferred Maintenance
Repair or replacement skirting and siding portables	Routine Restricted Maintenance
Roof repairs	Routine Restricted Maintenance
<b>NEWHART MS</b>	
Painting in the main office	Routine Restricted Maintenance
Portable ramp, siding, skirt and trim repairs	Routine Restricted Maintenance
Tile installation in main hallways	Deferred Maintenance
HVAC multizone unit repairs	Routine Restricted Maintenance
Field renovations	Routine Restricted Maintenance
<b>NIGUEL HILLS MS</b>	
Painting of portables and ramps	Routine Restricted Maintenance
Install new area drain outside of Room 108	Routine Restricted Maintenance
Security camera installation campus wide	Associated Student Body
Repair or replacement of carpet campus wide	Deferred Maintenance
Add additional electrical outlets in classrooms	Routine Restricted Maintenance
<b>SHORECLIFFS MS</b>	
Add AC unit in main computer server room	Routine Restricted Maintenance
Replace exhaust fans on main roof	Routine Restricted Maintenance
Portable ramp, siding, skirting and trim repairs	Routine Restricted Maintenance
Roof repairs on main building	Routine Restricted Maintenance
Repair or replacement of rusting doors	Routine Restricted Maintenance
<b>VISTA DEL MAR MS</b>	
Lighting retrofit to T-8 energy savings	Utility/On Bill Financing
Replace rooftop exhaust fans	Routine Restricted Maintenance
Repair outside lighting	Routine Restricted Maintenance
Roof repairs	Routine Restricted Maintenance
Paint exterior doors	Routine Restricted Maintenance

**Capistrano Unified School District  
Maintenance and Operations  
Priority Repair School Site List 2009/10**

<b>ALISO NIGUEL HS</b>	
Lighting retrofit to T-8 energy savings	Utility/On Bill Financing
Repair or replacement of toilet partitions	Routine Restricted Maintenance
Repair or replacement of rooftop HVAC units	Routine Restricted Maintenance/Deferred Maintenance
Add additional gates for exiting of football stadium	Routine Restricted Maintenance
Replacing carpet to tile in all main hallways	Deferred Maintenance
<b>CAPISTRANO VALLEY HS</b>	
Repipe all galvanized condensate lines	Routine Restricted Maintenance
Repair roof drain above boy's locker and weight room	Routine Restricted Maintenance
Painting exterior of portables	Routine Restricted Maintenance
Door replacement in all hallways of main building	Routine Restricted Maintenance
Gym roof repair leaks	Routine Restricted Maintenance
<b>DANA HILLS HS</b>	
Door replacement in all hallways of main building	Routine Restricted Maintenance
Portable ramp, siding and trim repairs	Routine Restricted Maintenance
Replace pool mechanical room domestic water piping	Routine Restricted Maintenance
Replace gym floor and bleachers	Deferred Maintenance
Paint various interior areas of campus	Routine Restricted Maintenance
<b>SAN CLEMENTE HS</b>	
Replace pool mechanical room domestic water piping	Routine Restricted Maintenance
Roof leak repairs above the Triton Center and 700 building	Routine Restricted Maintenance
Replace exhaust fans campus wide	Routine Restricted Maintenance
Repair siding, skirting and trim on portables	Routine Restricted Maintenance
Paint portables	Routine Restricted Maintenance
<b>SAN JUAN HILLS HS</b>	
Install cattle gates across fire lanes per fire code	Routine Restricted Maintenance
Install security cameras campus wide	Communtiy Facilities District

**Capistrano Unified School District  
Maintenance and Operations  
Priority Repair School Site List 2009/10**

<b>SERRA HS</b>	
Repair or replace carpet	Deferred Maintenance
Repair asphalt and slurry	Deferred Maintenance
<b>TESORO HS</b>	
Repair rain gutters	Routine Restricted Maintenance
Repair siding, skirting and trim on portables	Routine Restricted Maintenance
Painting of hallways and high traffic areas of campus	Routine Restricted Maintenance
Parking lot slurry	Deferred Maintenance
Repairing irrigation water line in various areas of campus	Routine Restricted Maintenance
Stfsecy.xl.M&O Priorities 2009/2010	




CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 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: **UPDATES OF PROGRESS OF DIVISION OF STATE  
ARCHITECT PROJECT LISTING, WORK SCHEDULE AND  
PRIORITIES**



---

**BACKGROUND INFORMATION**

In an October 2008 letter received from the Superintendent from the Department of General Services, Division of the State Architect (DSA), DSA requested the District inform the governing board of potential liability of any projects closed, but not certified by DSA. At the request of the Board, an update was sent to the Board of Trustees on February 9, 2009, on the progress being made to close with certification the District's outstanding applications listed on the Division of State Architect's (DSA) web site. This agenda item is a continuation of the progress being made to close out outstanding applications.

The Division of State Architect's has recently announced beginning July 2009 through June 2010, all DSA offices will be closed the first three Fridays of each month. Additionally, in response to the current fiscal conditions in California, they have stated their intent is to focus their resources on school construction projects that are fully funded.

These announcements will directly impact the District in closing out projects in a timely manner due to the District not meeting DSA close out priorities as well as DSA cutting back their work hours.

**CURRENT CONSIDERATION**

Exhibit A is a copy of the October 31, 2008 letter from the Department of General Services regarding outstanding projects not certified by Department of State Architect. Exhibit B is the Orange County Department of Education Schools Legal Service's opinion on DSA's letter and Exhibit C is an update on the progress being made to close out the outstanding applications. Certification and close of file is also attached for Trustees review.

Updates of Progress of Division of State Architect  
Project Listing, Work Schedule and Priorities  
September 15, 2009  
Page 2

### **FINANCIAL IMPLICATIONS**

There are no financial implications with this agenda item at this time. There will be a fee to reopen the closed applications to finalize and close them with certification when all documentation is completed.

### **STAFF RECOMMENDATION**

It is respectfully recommended that Board President Ellen Addonizio recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who along with John Forney, Director, Construction, will introduce this item and answer any questions Trustee may have.

INFORMATION/  
DISCUSSION



State and Consumer Services Agency

## DEPARTMENT OF GENERAL SERVICES

### Division of the State Architect

Headquarters • 1102 Q Street, Suite 5100 • Sacramento, CA 95811  
(916) 445-8100 • Fax (916) 445-3521 • [www.dsa.dgs.ca.gov](http://www.dsa.dgs.ca.gov)

October 31, 2008

Superintendent A. Carter  
Capistrano Unified School District  
33122 Valle Rd.  
San Juan Capistrano, CA 92675-4706

Dear Superintendent Carter:

The Division of the State Architect (DSA) requests that you inform your governing board members that they may be held personally liable for the failure of educational buildings not certified by DSA. Please have your staff contact DSA to determine which, if any, buildings are not currently certified.

Project certification is evidenced by a letter DSA issues certifying that the building project has been completed in accordance with requirements as to the safety of design and construction pursuant to Education Code §§ 17280-17316 and 81130-81147 (The Field Act).

California Education Code §§ 17315 and 81147 provide that when an educational building is constructed in accordance with approved plans and specifications, and all the proper documents have been filed, and all fees have been paid, then the building will be granted certification that it complies with the requirements of the Field Act.

Project certification is important because it provides a method of documenting that all efforts have been made to ensure the safety of educational building construction. Additionally, failure to obtain project certification can result in some serious and negative consequences: DSA will be unable to approve future proposed construction affecting or utilizing the uncertified construction and, more importantly, governing board members may be held personally liable for projects until certified. The California Education Code (§§ 17371 and 81177) shields members of a school or community college district governing board from personal liability for injury to persons or damages to property resulting from the failure of a educational building as long as the requirements of the Field Act are met (i.e., the building is certified).

In an effort to aid school and community college districts in closing all projects with certification, DSA has prepared and published on our website a project certification guide. The guide can be found at:

[http://www.documents.dgs.ca.gov/dsa/plan\\_review\\_process/Project-Certification-Guide\\_10-22-08.pdf](http://www.documents.dgs.ca.gov/dsa/plan_review_process/Project-Certification-Guide_10-22-08.pdf)

Exhibit A





WILLIAM M. HABERMEHL  
County Superintendent of Schools

## SCHOOLS LEGAL SERVICE

200 Kalmus Drive - P.O. Box 9050  
Costa Mesa, CA 92628-9050

(714) 966-4220  
(714) 434-4945 FAX

RONALD D. WENKART  
General Counsel

CLAIRE Y. MOREY  
LYSA M. SALTZMAN  
KAREN T. MEYERS  
Counsel

NORMA GARCIA  
Paralegal

April 13, 2009

OPAD 09-30

To: Community College District Chancellors  
District Superintendents  
Regional Occupational Superintendents  
Assistant Superintendents of Business  
Assistant Superintendents of Human Resources  
Assistant Superintendents of Instruction

From: Ronald D. Wenkart  
General Counsel

Re: Field Act – Liability of Board Members

We have been asked whether board members are personally liable for failure to comply with the Field Act.<sup>1</sup> The Field Act requires defined school buildings to meet stringent earthquake safety requirements.<sup>2</sup> In our opinion, in some circumstances, board members may be held personally liable if school buildings fail to comply with the building and safety standards of the Field Act. However, board members, in most cases, would be indemnified by the district for any judgment rendered against them.<sup>3</sup>

---

<sup>1</sup> The Field Act comprises several articles of the Education Code. Education Code section 17281 states, "This article, together with Article 6 (commencing with Section 17365), and Article 7 (commencing with Section 81130) of Chapter 1 of Part 49, shall be known and may be cited as the 'Field Act.'"

<sup>2</sup> Education Code sections 15501-15516; Stats. 1933, ch. 59. The Field Act of 1933 was enacted as an emergency measure as a direct result of a series of earthquakes, in order that the lives and property of the people would be protected. The rules and regulations prescribed under the authority of the Field Act establish minimum requirements for the design, construction and reconstruction of public school buildings in order to obtain the requisite stability to withstand vertical loads and lateral forces from wind or earthquakes.

<sup>3</sup> The only exceptions to indemnifying a board member are if the act or omission was due to actual fraud, corruption or actual malice. See, Government Code sections 825 and 995.2.

In our opinion, when school buildings comply with the building standards of the Field Act but the compliance has not been certified, board members would not be personally liable. In our view, the remedy for lack of certification is to complete the certification process.

### LETTER FROM DSA

On October 31, 2008, the Department of General Services, Division of State Architect (DSA) for the State of California, sent a letter to district superintendents stating, "The Division of State Architect (DSA) requests that you inform your governing board members that they may be held personally liable for the failure of educational buildings not certified by DSA." This portion of the letter is unclear as to whether DSA is referring to lack of certification by DSA or failure to comply with the building and safety standards of the Field Act.

In addition, DSA published a Project Certification Guide on October 22, 2008, which states, "School board members may be personally liable for projects until certified."<sup>4</sup>

### FIELD ACT PROVISIONS

The letter from DSA further states that California Education Code sections 17371 and 81177 shield members of the governing board of a community college district or school district from personal liability for injuries to persons or damages to property resulting from the failure of an educational building as long as the building and safety requirements of the Field Act are met.

Education Code section 17371 states in part:

"No member of the governing board of a school district shall be held personally liable for injury to persons or damage to property resulting from the fact that a school building was not constructed under the requirements of Article 3 (commencing with Section 17280) of this chapter, if such governing board complies with the provisions of this article. Such limit on liability shall commence when such governing board initiates action to comply with the provisions of Section 17367. ...<sup>5</sup> [Emphasis added]

---

<sup>4</sup> Department of General Services, Division of State Architect, "Project Certification Guide," (October 22, 2008), p. 2 of 81. As indicated in this legal opinion, we would disagree with DSA's statement.

<sup>5</sup> Education Code section 81177 contains similar language applicable to community college districts. Section 17371 was formerly Section 39226. See Stats. 1996, ch. 277 (SB 1562), operative January 1, 1998.

Education Code section 17367 states:

“The governing board of any school district which has in use for school purposes any school buildings which were not constructed under approved plans and the supervision and inspection requirements of Article 3 (commencing with Section 17280) of this chapter shall have such buildings examined pursuant to this section and shall have completed on or before January 1, 1970, the examination, reporting and estimate requirements of this section and Section 39223.

Whenever an examination of the structural condition of any school building of a school district has been made by the Department of General Services, or by any licensed structural engineer or licensed architect for the governing board of the school district, or under the authorization of law, and a report of the examination, including the findings and recommendations of the agency or person making the examination, has been made to the governing board of the district, and the report shows that the building is unsafe for use, the governing board of the district shall immediately have prepared an estimate of the cost necessary to make such repairs to the building or buildings as are necessary, or, if necessary, to reconstruct or replace the building so that the building when repaired or reconstructed, or any building erected to replace it, shall meet such standards of structural safety as are established in accordance with law. The estimate shall be based on current costs and may include other costs to reflect modern educational needs. Also an estimate of the cost of replacement based on the standards established by the State Allocation Board for area per pupil and cost per square foot, shall be made and reported.

The report required by this section shall include a statement that each of the buildings examined is safe or unsafe for school use. For the purpose of this statement the sole consideration shall be protection of life and the prevention of personal injury at a level of safety equivalent to that established by Article 3 (commencing with Section 17280) of this chapter and the rules and regulations adopted thereunder, disregarding, insofar as possible, such building damage not jeopardizing life which would be expected from one disturbance

of nature of the intensity used for design purposes in said rules and regulations.

The governing board, utilizing the information acquired from the examination and report developed pursuant to this section, shall establish a system of priorities for the repair, reconstruction, or replacement of unsafe school buildings.<sup>6</sup> [Emphasis added]

Therefore, it appears that Sections 17367 and 17371 would limit the personal liability of board members when the governing board initiates action to establish a system of priorities for the repair, reconstruction or replacement of school buildings that do not comply with the building and safety standards of the Field Act.

Education Code section 17315 states that when a school building was constructed in accordance with plans and specifications approved by the Department of General Services, the project is completed, the notice of completion is filed, and all final verified reports and all testing and inspection documents, as required by the Field Act, are submitted to and filed with the Department of General Services, and all required fees paid by the school district, the Department of General Services shall issue a certification that the school building complies with the requirements of the Field Act. However, Section 17315(a) also states, "Nothing in this Article shall prevent beneficial occupancy by a school district prior to the issuance of this certification."<sup>7</sup>

The language of Section 17315(a) would indicate that certification is a clerical process that should be completed but should not delay occupancy of the building if the building otherwise complies with the requirements of the Field Act.<sup>8</sup> Therefore, in our opinion, the failure to complete the certification process would not give rise to civil liability but would suggest the completion of the administrative process of certification may be completed after the building is occupied.

#### **PUBLIC AGENCY LIABILITY FOR DANGEROUS CONDITION ON ITS PROPERTY**

A public entity is liable for injury caused by a dangerous condition of its property if the plaintiff establishes that the property was in dangerous condition at the time of the injury (e.g. failure to comply with the requirements of the Field Act), that the injury was proximately caused by the

---

<sup>6</sup> Education Code section 81162 contains similar language applicable to community college districts.

<sup>7</sup> Education Code section 81162 contains similar language applicable to community college districts.

<sup>8</sup> There can be a number of reasons as to why certification has not been completed which may be outside the control of the district. Section 17315 represents legislative recognition that failure to complete the certification process should not delay occupancy of the building.

dangerous condition, that the dangerous condition created a reasonably foreseeable risk of the kind of injury which was incurred and either:

1. A negligent or wrongful act or omission of an employee<sup>9</sup> of the public entity within their scope of employment created the dangerous condition; or
2. The public entity had actual or constructive notice of the dangerous condition under Section 835.2 a sufficient time prior to the injury to have taken measures to protect against the dangerous condition.<sup>10</sup>

Under Section 835.2, a public entity has actual notice of a dangerous condition, if it had actual knowledge of the existence of the condition and knew or should have known of its dangerous character.<sup>11</sup> A public entity had constructive notice of the dangerous condition within the meaning of Section 835(b) only if the plaintiff establishes that the condition had existed for such a period of time and it was of such an obvious nature that the public entity, in the exercise of due care, should have discovered the condition and its character.<sup>12</sup> On the issue of due care, admissible evidence includes but is not limited to, evidence as to:

1. Whether the existence of the condition and its dangerous character would have been discovered by an inspection system that was reasonably adequate to inform the public entity whether the property was safe for the use or uses for which the public entity used or intended others to use the public property and for uses that the public entity actually knew others were making of the public property or adjacent property.
2. Whether the public entity maintained and operated such an inspection system with due care and did not discover the condition.<sup>13</sup>

---

<sup>9</sup> The term "employee" includes officers of the public entity such as board members. See, Government Code section 81012.

<sup>10</sup> Government Code section 835. See, also, Legislative Counsel Opinion #24479 (August 14, 1996).

<sup>11</sup> Government Code section 835.2(a).

<sup>12</sup> Government Code section 835.2(b).

<sup>13</sup> Government Code section 835.2(b).

A public entity is not liable under Section 835(a) for injury caused by a condition of its property if the public entity establishes that the act or omission that created the condition was reasonable. The reasonableness of the act or omission that created the condition shall be determined by weighing the probability and gravity of potential injury to persons and property foreseeably exposed to the risk of injury against the practicability and cost of taking alternative action that would not create the risk of injury or protecting against the risk of injury.<sup>14</sup>

A public entity is not liable under Government Code section 835(b) for injury caused by a dangerous condition of its property if the public entity establishes that the action it took to protect against the risk of injury created by the condition or its failure to take such action was reasonable. The reasonableness of the action or inaction of the public entity is determined by taking into consideration the time and opportunity the public entity had to take action and by weighing the probability and gravity of potential injury to persons and property foreseeably exposed to the risk of injury against the practicability and cost of protecting against the risk of such injury.<sup>15</sup>

A dangerous condition is defined as a condition of property that creates a substantial, as distinguished from a minor, trivial or insignificant, risk of injury when such property, or property adjacent to it, is used with due care in a manner that is reasonably foreseeable.<sup>16</sup> Public property is in a dangerous condition whenever it involves an unreasonable risk of injury to the public.<sup>17</sup>

#### **PUBLIC AGENCY LIABILITY FOR PLAN OR DESIGN OF BUILDING**

A public entity and a public employee are not liable for an injury caused by the plan or design of a construction of, or an improvement to, public property where such plan or design has been approved in advance by either the legislative body of the public entity or by some other body (e.g. DSA) or employee exercising discretionary authority to give such approval.<sup>18</sup> Where the plan or design is prepared in conformity with standards on the basis of which a reasonable public employee could have adopted the plan or design, or a reasonable legislative body could have approved the plan or design or the standards for the plan or design, there is no liability.<sup>19</sup>

---

<sup>14</sup> Government Code section 835.4(a).

<sup>15</sup> Government Code section 838.4(b).

<sup>16</sup> Government Code section 830(a).

<sup>17</sup> *Akins v. Sonoma County*, 67 Cal.2d 185, 60 Cal.Rptr. 499 (1967); *Fuller v. State of California*, 51 Cal.App.3d 926, 125 Cal.Rptr. 586 (1975).

<sup>18</sup> Government Code section 830.6

<sup>19</sup> *Ibid.*

## INDEMNIFICATION AND DEFENSE OF BOARD MEMBERS AND EMPLOYEES

If an employee or former employee of a public entity requests the public entity to defend him or her against any claim or action against him or her for an injury rising out of an act or omission occurring within the scope of his or her employment, and such request is made in writing not less than ten days before the day of trial, and the employee or former employee cooperates in good faith in the defense of the claim or action, the public entity must pay any judgment based on it or any compromise or settlement of the claim or action to which the entity has agreed.<sup>20</sup>

Generally, in civil actions, a public entity has a duty to defend a public officer or employee.<sup>21</sup> A public entity may refuse to provide for the defense of a civil action or proceeding brought against an officer, employee or former employee if the public entity determines:

1. The act or omission was not within the scope of his or her employment;
2. He or she acted or failed to act because of actual fraud, corruption or actual malice;
3. The defense of the action or proceeding by the public entity would create a specific conflict of interest between the public entity and the employee or former employee. "Specific conflict of interest" is defined to mean a conflict of interest or an adverse or pecuniary interest.<sup>22</sup>

If an employee or former employee requests in writing that the public entity through its designated legal counsel provide a defense, the public entity shall, within 20 days, inform the employee or former employee whether it will or will not provide a defense and the reason for the refusal to provide a defense.<sup>23</sup> If an actual and specific conflict of interest arises after the 20 day period following the employee's written request for defense, the public entity may refuse to provide further defense to the employee. The public entity shall inform the employee of the reason for the refusal to provide a further defense.<sup>24</sup>

---

<sup>20</sup> Government Code section 825(a).

<sup>21</sup> Gov. Code, § 995.2; see, also, 57 Ops.Cal.Atty.Gen. 358 (1974) (defense of an action may include both board members and employees).

<sup>22</sup> Gov. Code, § 995.2(a).

<sup>23</sup> Gov. Code, § 995.2(b).

<sup>24</sup> Gov. Code, § 995.2(c).

The California Government Code provides that in civil actions, public agencies, including school districts, are required to provide a legal defense for public officers and employees when the action is brought against them in their official or individual capacity on account of an act or omission in the scope of their employment for the school district.

Government Code section 995.2 states in part:

“A public entity has the right to refuse to provide for the defense of a civil action or proceeding brought against an employee or former employee if the public entity determines any of the following:

- a) The act or omission was not within the scope of his or her employment;
- b) He or she acted or failed to act because of actual fraud, corruption or actual malice;
- c) The defense of the action or proceeding by the public entity would create a specific conflict of interest between the public entity and the employee or former employee . . .”

#### **ATTORNEY GENERAL OPINIONS**

In a 1964 opinion, the Attorney General concluded that members of a governing board of a school district, when advised of the unsafe condition of a school building under Education Code sections 15503-15516, are under a mandatory duty to repair the building if funds are available, if the building is to be continued in use as a school building.<sup>25</sup> The Attorney General stated that failure to repair these school buildings will result in personal liability, although indemnification is available under Government Code section 825.<sup>26</sup>

---

<sup>25</sup> 43 Ops.Cal.Atty.Gen. 209 (1964).

<sup>26</sup> Id. at 209.

The Attorney General noted that there is general immunity under Education Code section 15515,<sup>27</sup> which stated in part:

“No member of the governing board of the district shall be held personally liable for injury to personal property by use and abuse of any building.”

The Attorney General noted that Government Code section 840.2 imposes liability upon officers and employees of governmental agencies for injury or damage caused by dangerous and defective conditions on school property. A dangerous and defective condition is defined as a condition of property that creates a substantial risk of injury when such property is used with due care in a manner in which it is reasonably foreseeable that it will be used.<sup>28</sup> Government Code section 840.2 states:

“An employee of a public entity is liable for injury caused by a dangerous condition of public property if the plaintiff establishes that the property of the public entity was in a dangerous condition at the time of the injury, that the injury was proximately caused by the dangerous condition, that the dangerous condition created a reasonably foreseeable risk of the kind of injury which was incurred, and that either:

(a) The dangerous condition was directly attributable wholly or in substantial part to a negligent or wrongful act of the employee and the employee had the authority and the funds and other means immediately available to take alternative action which would not have created the dangerous condition; or

(b) The employee had the authority and it was his responsibility to take adequate measures to protect against the dangerous condition at the expense of the public entity and the funds and other means for doing so were immediately available to him, and he had actual or constructive notice of the dangerous condition under Section 840.4 a

---

<sup>27</sup> Education Code section 15515 became Section 39226/81177 and is now Section 17371/81177. Section 17371 now states, in part, “No member of the governing board of a school district shall be held personally liable for injury to persons or damage to property resulting from the fact that a school building was not constructed under the requirements of Article 3 (commencing with Section 17280) of this chapter, if such governing board complies with the provisions of this article. Such limit on liability shall commence when such governing board initiates action to comply with the provisions of Section 17367. ...”

<sup>28</sup> Government Code section 830(a).

sufficient time prior to the injury to have taken measures to protect against the dangerous condition.”

The Attorney General noted that the governing board has no discretion after notice is received that a school building is unsafe from the Division of State Architect. Therefore, the board must take action to remedy the situation, or attempt to obtain funds to do so.

Under Government Code section 825, public officials will be indemnified, except where they have acted fraudulently, corruptly, or with actual malice. A public official will not, however, be indemnified for punitive or exemplary damages.<sup>29</sup>

In a 1966 opinion, the Attorney General stated that an unsafe building which failed to meet the structural support requirements of the Field Act would be a dangerous condition for which a school district would be held liable.<sup>30</sup> The Attorney General noted that if it can be shown that the dangerous condition existed at the time of the injury, that the dangerous condition proximately caused the injury and that the dangerous condition created a reasonably foreseeable risk of the kind of injury which was incurred, a public entity would be liable for injury caused by the dangerous condition of which it had actual or constructive notice, a sufficient time prior to the injury to have taken measures to protect against the dangerous condition.<sup>31</sup>

A public entity has constructive notice that the condition has existed for some time and it is of such an obvious nature that the public entity, in the exercise of due care, should have discovered the condition and its dangerous character.<sup>32</sup> On the issue of due care, Government Code section 835.2(b) provides that admissible evidence includes whether the existence of the condition and its dangerous character would have been discovered by an inspection system that was reasonably adequate to inform the public entity whether the property was safe for the use or uses by which the public entity used or intended others to use the public property and for uses that the public entity actually knew others were making of the public property or adjacent property.<sup>33</sup>

In a 1967 opinion, the Attorney General stated that a school district which has complied with the requirements to inspect pre-1933 school buildings is not exempt, as a matter of law, from liability from injury caused by a dangerous condition of a pre-1933 school building.<sup>34</sup> However, under the provisions of Government Code section 835.4(b), a school district may be found not liable where it has complied with the required action specified in the Education Code prior to an injury, such compliance would be prima facie evidence of reasonable conduct on the part of the agents of the public entity.

---

29 Government Code section 818.

30 47 Ops.Cal.Atty.Gen. 163 (1966).

31 *Id.* at 164; see, also, Government Code section 835.

32 Government Code section 835.2(b).

33 Government Code section 835.2(b).

34 50 Ops.Cal.Atty.Gen. 74 (1967).

### LEGISLATIVE COUNSEL'S OPINION

In a 1996 opinion, the Legislative Counsel discussed the civil liability of board members for failure to comply with the Field Act.<sup>35</sup> The Legislative Counsel noted that a public entity or public officer or employee will not be liable for injuries caused by the dangerous condition of its property, even if it had actual or constructive notice of the existence of that condition, if the public entity or public employee took reasonable action to protect against the risk of injury created by the condition, or if the failure to take protective action was reasonable.<sup>36</sup>

The availability of funds and the authority to dispose of the funds are essential elements of liability. The Legislative Counsel stated that it is an open question whether the liability of a member of the governing board of a school district is predicated on his or her own personal control of the funds and his or her own authority, acting alone, to dispose of them. Under one view, a member of the governing board of a school district could not be held personally liable under Section 840.2 for the dangerous condition of a school building, because no one of the governing board members acting individually would have the requisite authority and available funds.<sup>37</sup> The Legislative Counsel noted that a contrary view was held by the Attorney General, that if a statutory duty arises to perform certain actions upon the occurrence of certain conditions, the governing board of a school district must take action after notice is received and failure to take that action can result in personal liability for a member of the governing board of the school district under Government Code section 840.2.<sup>38</sup>

The Legislative Counsel noted that there are no recorded judicial decisions resolving the issue of availability of funds. The Legislative Counsel went on to state that despite the conflict in view, a board member could lessen their potential liability if he or she established that they took reasonable action to protect against the risk of injury created by the condition, or if the failure to take protective action was reasonable, such action could include applying for funds to repair buildings not in compliance with the Field Act.<sup>39</sup> The Legislative Counsel concluded:

“Accordingly, it is our opinion that, depending on the facts and reasonableness of the action or inaction of the governing board of

---

<sup>35</sup> Ops. Cal. Legis. Counsel, No. 24479 (August 14, 1996).

<sup>36</sup> See, Government Code sections 835.4 and 840.6.

<sup>37</sup> Ops. Cal. Legis. Counsel, No. 24479 (August 14, 1996), p. 8, citing A. Van Alstyne, Cal. Government Tort Liability Practice (CEB 1992), Sections 3.97 and 3.99.

<sup>38</sup> See, 43 Ops.Cal.Atty.Gen. 209 (1964).

<sup>39</sup> See, Education Code section 17373, which states that whenever a school district does not have funds available to repair, reconstruct or replace school buildings not in compliance with the Field Act, the school district shall apply for any funds that may be necessary to accomplish the repair, reconstruction or replacement by applying to DSA.

a school district and its individual members in response to a dangerous condition, the governing board of a school district and its individual members may be held civilly liable for personal injury resulting from a relocatable building that the school district purchases or leases, and requires pupils and teachers to occupy, whether or not the relocatable building complies with the Field Act.”<sup>40</sup>

### CONCLUSION

In summary, board members may, in some circumstances, be held personally liable if a school building owned by the school district fails to comply with the requirements of the Field Act and, as a result of the failure of a school building to meet the building and safety standards of the Field Act, an individual is injured by the collapse of that school building in an earthquake or other natural disaster. For example, if the governing board of a district is advised by district employees that school buildings (including relocatables) utilized and operated by the district do not meet the building and safety standards of the Field Act and the governing board does not establish a system of priorities for the repair, reconstruction or replacement of the buildings that do not comply with the Field Act, including making application for state funding, as required by Education Code sections 17367 and 17371, then board members could possibly be held personally liable.<sup>41</sup> However, if a system of priorities is put in place and funding is sought, the members of the governing board, would, most likely, not be held personally liable. It should also be kept in mind that the district would have a duty to defend and indemnify the board member unless the board member caused the school district’s failure to comply with the Field Act due to actual fraud, corruption or actual malice.

We do not believe that board members would be personally liable when school buildings comply with the building standards set forth in the Field Act but compliance has not been certified by DSA. In our opinion, the remedy for lack of certification is to complete the certification process.

If you have any questions, please do not hesitate to contact our office.

RDW:las

---

<sup>40</sup> Ops. Cal. Legis. Counsel, No. 24479 (August 14, 1996), p. 9.

<sup>41</sup> See, for example, Education Code section 17372 which states, in part, that no school building found to be unsafe for school use and not repaired in accordance with the Field Act shall be used as a school building.

<b>Projects Closed Without Certification Status:(UPDATED INFORMATION IN BOLDDED TEXT)</b>		
04-101942	Don Juan Avila MS 2-Story Modular Buildings	<b>DSA Inspector, Larry Nelson working on the fire sprinkler and the elevator inspector's Field Verified Report.</b>
04-101943	San Clemente HS 2-Story Modular Buildings	<b>DSA Inspector, Larry Nelson is working on the fire sprinklers and the elevator inspector's Field Verified Report.</b>
04-104520	Newhart MS 2-Story Modular Buildings, restroom building	Closed without Certification 11/05/03.
04-104845	Del Obispo ES Modernization	<b>The work needing to be completed for DSA review and acceptance has been identified.</b>
04-104935	Niguel Hills MS Modernization	<b>The work needing to be completed for DSA review and acceptance has been identified</b>
04-104993	Viejo ES Modernization	<b>The work needing to be completed for DSA review and acceptance has been identified.</b>
04-105269	Laguna Niguel ES Restroom Building	Closed without Certification on 1/16/08.
04-108442	Newhart MS 2-Story Modular Buildings, Phase 2	Cannot be closed until A#56841 and A#104520 are certified. Closed without Certification.
04-104860	Crown Valley ES Modernization	<b>The work needing to be completed for DSA review and acceptance has been identified.</b>
04-108164	Aliso Niguel HS Parking Lot Improvements	Closed without Certification.
04-100736	Crown Valley ES Ball field - City of Laguna Niguel	Closed without Certification.
04-102787	Capistrano Valley HS Cell Tower - Mericom	Closed without Certification.
04-105499	Carl Hankey ES: New covered walkway, alterations to Classrooms, MPR, Administration Building	Previous A#'s are required to be certified and closed before DSA will certify this A#.

		Closed without Certification
04-108531	Carl Hankey K-8 Conversion	Closed without Certification
04-108613	Carl Hankey K-8 Relocatables	Closed without certification pending certification of A#105499. Closed without Certification
<b>Current Projects Status: (UPDATED INFORMATION IS IN BOLDED TEXT)</b>		
04-108645	Newhart MS Relocatables	Closed with Certification
04-109058	Tesoro High School Shade Structure	Closed with Certification
04-104115	San Juan Hills HS	<b>6 of the 10 change orders are approved. Continuing to process closeouts for approval.</b>
04-105495	Barcelona ES Modernization	<b>The work needing to be completed for DSA review and acceptance has been identified.</b>
04-108524	Castille ES Relocatable restroom building	Closeout documents to DSA 12/29/08
04-108628	SCHS Relocatables - Coaches office	<b>All required documents have been recorded by DSA, waiting on certification letter.</b> Closeout documents to DSA 11/24/08
04-108654	Las Flores Relocatables	<b>All required documents have been recorded by DSA, waiting on certification letter.</b> Documents sent to DSA on 11/24/08
04-108867	San Juan ES YMCA Relocatable	Closed with Certification
04-108868	Canyon Vista ES YMCA Relocatable	Documents sent to DSA 12/4/08
04-108890	Moulton ES Relocatable	Sent closeout paper work package to DSA. Pending certification.
04-108892	Oso Grande ES Relo's	<b>Closed with Certification</b>
04-108893	Don Juan Avila Relocatables	Closed with Certification
04-109336	Ladera Ranch Relo's	Sent closeout paper work package to DSA 12/6/08.

04-109616	Las Palmas ES Relocatables	Documents sent to DSA 12/29/08
04-109617	Ladera Ranch ES YMCA Relocatable	Documents sent to DSA 12/29/08
04-109919	Newhart MS Relocatable computer lab	Closed with Certification
04-108517	San Juan Hills HS Phase 1 – Track and Field	Closed with Certification
04-106580	Dana Hills HS Modernization (including fire alarm scope)	Closed with Certification
04-107867	San Juan Hills HS– 2-Story Modular Buildings	<b>NOC's on MSI and HCH from the District were sent to PJHM.</b> Change orders to DSA for approval – gathering closeout documents
04-107894	San Clemente HS Auxiliary Gym Building	Closed with Certification
04-107895	San Clemente HS Pool Building	Closed with Certification
04-108716	San Juan Hills HS Phase 2 – Bleachers, Concession Building, Restroom building	<b>Change orders at DSA pending approval. Closeout documents cannot be submitted until all CO's are approved.</b>
04-109512	San Clemente HS Upper Campus Science Lab	<b>Construction complete. Gathering close out documents and processing change orders.</b>
04-109544	Capistrano Valley HS Weight Room/Fire Hydrant	<b>All documents are in and approved, waiting for NOC's from the District.</b>
<b>Projects Under Planning</b>		
04-108515	Aliso Niguel HS 2-Story Modular Buildings	<b>Plan extension approval now expired.</b>
04-109529	Carl Hankey Concrete Foundation	Plans approved on hold.
04-106889	Ambuehl ES Modernization	Letter requesting refund sent to DSA
04-109690	San Juan Hills HS 30-Meter Pool Project	Approval of Plans 2/11/2009
04-110423	Dana Hills HS Construction of Theater Building	Project received by DSA
04-110424	Capistrano Valley HS Construction of Theater Building	Project received by DSA




CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 15, 2009

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

FROM: Ron Lebs, Deputy Superintendent, Business and Support Services

SUBJECT: **FACILITIES MASTER PLAN**



---

**BACKGROUND INFORMATION**

On April 21, 2008, the Board of Trustees approved the appointment of WLC Architects, Inc. to provide architectural services to complete a districtwide Facilities Master Plan. A progress report was provided to the Board of Trustees on June 21, 2008, regarding all the information that had been collected to date. From September to November the site-specific Master Plan drafts were systematically presented to Facilities Department for input and design comments. Due to the timing of Board elections and budget issues, no other Board presentations were scheduled until March 2, 2009. At this presentation WLC Architects Inc. discussed a wide angle view of the major facilities topics facing the District. With direction from the Board of Trustees to complete the Master Plan, WLC Architects Inc. then met with the Maintenance and Operations Department in April to integrate their commentary into the Master Plan. After this inclusion, the work was completed in June 2009.

**CURRENT CONSIDERATIONS**

This agenda item is to present the final copy of the Facilities Master Plan from WLC Architects, Inc. In developing the Master Facility Plan, WLC Architects Inc. utilized multiple resources to gather information. In 2007 a Facility Assessment Report was conducted by three previous architects that listed site issues and complaints. This report was used to develop site-specific issues raised by site administrators, staff, students and parents. Since the information in the Facility Assessment Report was written in general terms, WLC Architects Inc. met with site administrators to get specific information regarding school needs. It was important to quantify the needs of the individual sites in order to provide a comprehensive solution. Each site was compared against the California Department of Education Standards to establish equity among the facilities, such as site acreage, restroom fixture counts, and square footage. Where deficiencies were found, the site master plans were written to accommodate and remediate these areas of deficiency.

## FACILITIES MASTER PLAN

September 15, 2009

Page 2

WLC Architects Inc., along with their engineers, reviewed each school site to determine the structural safety, fire access, and the Division of State Architect code compliance. WLC Architects Inc. compiled a list of needs and repairs, working collaboratively with the Maintenance and Operations Department's deferred maintenance list to ensure all needs and repairs were addressed. WLC Architects Inc. has provided site master plans, a list of needs, repairs, and estimated costs to help the District identify and establish priorities.

To execute the Master Plan, CUSD has three funding options: Capital Improvements, which consists of either new construction or modernizations of older buildings; Deferred Maintenance, which replaces major components, such as HVAC systems; and Routine Restricted Maintenance, which replaces more minor components like a leaky faucet.

### **FINANCIAL IMPLICATIONS**

This agenda item will not impact the District's General Fund.

### **STAFF RECOMMENDATION**

It is respectfully recommended that Board President Ellen Addonizio recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who will introduce this agenda item. Robert Hensley, along with Betty Sabol, WLC Architects, Inc., will then be introduced to present the Long-Range Facilities Needs Assessment.

### **INFORMATION/ DISCUSSION**

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

September 15, 2009

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

FROM: Pamela M. Watkins, Executive Director, Elementary Support *PW.*

SUBJECT: **BOARD POLICY 5111.1 - DISTRICT RESIDENCY**

---

**BACKGROUND INFORMATION**

Board Policy 5111.1, District Residency, was most recently revised on April 21, 2008. This policy allows the district to reassign students due to district and/or state Class Size Reduction (CSR) regulations in order to maximize the instructional benefit to children and fiscal savings to the district.

**CURRENT CONSIDERATIONS**

This agenda item requests Board approval of proposed revisions to Board Policy 5111.1, District Residency (Exhibit A). Proposed additions to the board policy appear in bold; deletions are struck through.

**FINANCIAL IMPLICATIONS**

There are no financial implications to this agenda item.

**STAFF RECOMMENDATION**

It is respectfully requested that Board President Ellen M. Addonizio recognize Pamela Watkins, Executive Director, Elementary Support, to present the proposed revisions to Board Policy 5111.1, District Residency. At the conclusion of this discussion, it is recommended the Board waive a second reading and adopt the revised Board Policy 5111.1, District Residency (Exhibit A).

DISCUSSION/  
ACTION



**DISTRICT RESIDENCY****Regulations****1. Attendance Areas**

In order to make efficient use of facilities and to plan for the organization, operation, and administration of the schools, the Capistrano Unified School District Board of Trustees establishes attendance boundaries for each elementary, middle, and high school within the District in compliance with the Education Code.

~~Except as set forth below and as in Board Policy 5119, Open Enrollment,~~ Students must live within the school attendance area to be eligible for enrollment in that school. Schools shall accept pupils living within their defined attendance area, with the following exceptions:

~~(was paragraph # 4) A school is at maximum capacity when physical space or environmental impact limitations do not permit the addition of relocatable classrooms~~ class size has reached capacity **district and/or state regulations for that year.** Students in Grades Kindergarten through 8, who need to enroll after a school's maximum capacity has been reached, will be assigned to an alternative site if all of the classes at the student's grade level are full.

~~(was paragraph #3) Due to inflexibility of state Class Size Reduction (CSR) regulations, students in Grades 1, 2, or 3 (20:1 classes) who move into a school to the attendance area after the school year has begun may be of a school that has reached maximum capacity, may be assigned to an alternative school site if all of the classes at the student's grade level are at 20:1 with no seats available district and/or state CSR regulations for that year. Waiting lists for students to return to their home school will be created by grade level on a first-come first-served basis. Students will be invited back to their home school as space becomes available.~~

If at anytime during the year an opening becomes available at the student's home school, the parents will be given the option to have the student remain at the alternative school site for the remainder of the school year or return to the student's home school within their attendance area. Parents of students who remain at an alternative school site until the end of the school year will also be given the option to remain at the alternative school site or return to the school within their attendance area for the next school year.

Students in elementary schools with Dual Immersion Programs must enter the program in kindergarten. Students entering Grades 1 through 5 in elementary schools with Dual Immersion Programs will be assigned to a nearby alternate school for the duration of their elementary program if there are no English-only classes available at the grade level. Students who have participated in a Dual Immersion Program in another elementary school or district may be eligible to enter at their appropriate grade level.

Students identified as special education may be administratively assigned to alternative school sites in accordance with recommendations on their Individualized Education Programs (IEPs).

**2. Definition of Residence**

A student residing within the District may establish residency by documenting that he/she: lives with a parent/guardian within the District; is an emancipated minor living in the District, or is in the court-appointed care of a licensed foster home, family home, children's institution or documented caregiver within the District. (Education Code 48204)

**DISTRICT RESIDENCY (continued)**

A student not residing within the District shall be deemed a District resident if an interdistrict attendance agreement is in effect or if the student is confined to a District area hospital or residential care facility for treatment of a temporary disability. (Education Code 48206.3-48208)

District residency is not required for enrollment in ROC or ROP. (Education Code 52317)

### 3. Verification of Parent Identity

Prior to admission, the parent, licensed foster parent, or California Superior Court-appointed legal guardian may be asked to provide a drivers license (any photo drivers license is permitted) or passport with photo ID.

### 4. Proof of Residence

Prior to admission, students living within the District must provide proof of residency.

Residence of a student shall be verified by the principal or designee through two different documents as specified in the administrative regulation.

If there is reason to question a student's residence, the principal or designee may make a home visit, require the parent or guardian to sign a statement under penalty of perjury as to the validity of his or her residence, or require additional documents establishing proof of residence.

*Legal Reference:*

EDUCATION CODE

35351 Assignment of students to particular schools

48200-48204 Persons included (compulsory education law)

48206.3-48208 Students with temporary disability

48980 Notification of parent or guardian

52317 Admission of persons including nonresidents to attendance area

CODE OF REGULATIONS, TITLE 22

87001 Definitions

*Management Resources:*

CDE LEGAL ADVISORIES

1115.88 Application of residency requirements for homeless children and youth,

LO:5-88

Policy adopted August 18, 1997

Revised: February 14, 2000

Revised: June 28, 2005

Revised: January 8, 2007

Revised: April 21, 2008

Revised:

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California