

Regular Meeting

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

33122 Valle Road
San Juan Capistrano, CA 92675

December 7, 2010

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
John Alpay, Member	_____	_____
Ellen Addonizio, Member	_____	_____
Jack Brick, Member	_____	_____
Anna Bryson, Member	_____	_____
Lynn Hatton, Member	_____	_____
Sue Palazzo, Member	_____	_____
Gary Pritchard, Member	_____	_____
Larson Ishii, Student Advisor	_____	_____

OATH OF OFFICE

6:00 p.m.

Trustees Addonizio, Alpay, Bryson, Hatton, and Pritchard

CLOSED SESSION

Immediately following the Oath of Office

REPORT ON CLOSED SESSION ACTION

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

PUBLIC HEARING: Agenda Item #41 – Oxford Preparatory Academy Charter School

PUBLIC HEARING: Agenda Item #43 – Romero Bill/Open Enrollment Act Waiver Request

PUBLIC HEARING: Agenda Item #46 – Community Facilities District (CFD) 2005-1 Whispering Hills

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 §35146 and Government Code §54957, the Board may recess to Closed Session to discuss personnel matters which they consider inadvisable to take up in a public meeting.

REASONABLE ACCOMMODATION

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

III. ORGANIZATION OF THE BOARD

- | | | |
|----|---|--------------------------------|
| 1. | REORGANIZATION OF BOARD: Election, President of Board.
(Supporting Information) | ACTION
Vote _____
Page 1 |
| 2. | REORGANIZATION OF BOARD: Election, Vice President of Board.
(Supporting Information) | ACTION
Vote _____
Page 1 |
| 3. | REORGANIZATION OF BOARD: Election, Clerk of Board.
(Supporting Information) | ACTION
Vote _____
Page 1 |

HOLIDAY MUSIC PROGRAM

*Tesoro High School Madrigals
Under the Direction of Keith Hancock*

SPECIAL RECOGNITIONS

BREAK

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

- | | | |
|----|--|--------------------------------|
| 4. | REORGANIZATION OF BOARD – APPOINTMENTS TO COMMITTEES: Selection,
Trustee participation on various committees.
(Supporting Information) | ACTION
Vote _____
Page 3 |
|----|--|--------------------------------|

IV. 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 #

- | | | |
|----|---|----|
| 5. | SCHOOL BOARD MINUTES: Approval, minutes of the November 9, 2010, Regular
Board Meeting.
(Supporting Information)
<i>Contact: Jane Boos, Manager, Board Office Operations</i> | 9 |
| 6. | SCHOOL BOARD MEETING SCHEDULE: Approval, School Board Meeting Schedule
for the period July through December, 2011.
(Supporting Information)
<i>Contact: Joseph M. Farley, Superintendent</i> | 13 |

CURRICULUM & INSTRUCTION

- | | | |
|----|---|----|
| 7. | CALIFORNIA HIGH SCHOOL EXIT EXAM: Approval, petition to waive
California Ed Code §60851(c)/Board Policy 6162.52—California High
School Exit Exam: Case #1011-008 through 1011-010.
(Supporting Information)
<i>Contact: Julie Hatchel, Assistant Superintendent, Education Services</i> | 17 |
|----|---|----|

8. EXTENDED SCHOOL YEAR SCHEDULE: Approval, proposed 2011 Extended School Year Schedule. 19
 (Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services
9. SINGLE SCHOOL PLANS: Approval, 2010-2011 Single School Plans for Student Achievement and Budgets. 23
 (Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services
10. INSTRUCTIONAL MATERIALS: Approval, instructional materials recommended for adoption, high school foreign language textbook, Advanced Placement Chinese. 25
 (Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services
11. INSTRUCTIONAL MATERIALS: Approval, supplemental instructional materials recommended for adoption, Read 180. 27
 (Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services

BUSINESS & SUPPORT SERVICES

12. PURCHASE ORDERS/COMMERCIAL WARRANTS: Approval, purchase orders and commercial warrants. 29
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
13. DONATIONS: Approval, donations of funds/equipment. 69
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
14. CONSULTING AGREEMENT: Approval, supplemental educational tutoring services – 100% Learning Fun Center. 73
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
15. CONSULTING AGREEMENT: Approval, supplemental educational tutoring services, L.E.A.P.S. Learning Services. 85
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
16. CONSULTING AGREEMENT: Approval, supplemental educational tutoring services, UROK Learning Institute. 99
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
17. CONSULTING AGREEMENT: Approval, supplemental educational tutoring services, Mathnasium of San Clemente. 111
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
18. CONSULTING AGREEMENT: Approval, supplemental educational tutoring services, Ultimate Success Learning Program. 123
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

19. CONSULTING AGREEMENT: Approval, supplemental educational tutoring services, 135
Learning Ladder, Inc.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
20. CONSULTING AGREEMENT: Approval, supplemental educational tutoring services, 147
Basic Educational Services Team, Inc.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
21. CONSULTING AGREEMENT: Approval, supplemental educational tutoring services, 159
ATS Project Success.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
22. CONSULTING AGREEMENT: Approval, supplemental educational tutoring services, 171
ACE Tutoring Services, Inc.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
23. CONSULTING AGREEMENT: Approval, supplemental educational tutoring services, 183
The Academic Advantage, Inc.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
24. CONSULTING AGREEMENT: Approval, supplemental educational tutoring services, 195
Math + Think, Inc.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
25. CONSULTING AGREEMENT: Approval, supplemental educational tutoring services, 207
Total Education Solutions.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
26. CONSULTING AGREEMENT: Approval, supplemental educational tutoring services, 219
Professional Tutors of America, Inc.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
27. CONSULTING AGREEMENT: Approval, supplemental educational tutoring services, 231
Club Z in Home Tutoring.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
28. CONSULTING AGREEMENT: Approval, supplemental educational tutoring services, 249
Teach-N-Tutor, Inc.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
29. CONSULTING AGREEMENT: Approval, installation, training and support for adaptive 261
hardware and software for disabled students - Voice Solutions.
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
30. CONSULTING AGREEMENT: Approval, architectural services, PJHM Architects, Inc. 273
(Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

31. LIMITED USE LICENSE AGREEMENT: Approval, limited use license agreement between CUSD and SAMLARC for use of Tijeras Creek Park. 287
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
32. LIMITED USE LICENSE AGREEMENT: Approval, limited use license agreement between CUSD and SAMLARC for use of Arroyo Vista Park. 305
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
33. LEASE/PURCHASE FINANCING AGREEMENT: Approval, authorization to enter into a lease/purchase financing agreement with Key Government Finance, Cisco Capital's Financing Partner. 323
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
34. UTILIZATION OF CONTRACT NO. GS-07F-0396M: Approval, authorization to utilize Contract No. GS-07F-0396M, Fire and Security Alarm and Signal Systems for Life Cycle Support Providing Design, Coding Integration, Testing, Deploying, Repair, Maintenance, Ancillary Services – General Services Administration (GSA) – SimplexGrinnell LP under the same terms and conditions of the public agency's contract. 355
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
35. ASSOCIATED STUDENT BODY BANK ACCOUNTS: Approval, bank accounts for all ASB organizations. 357
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
36. CLASS SIZE REDUCTION: Approval, application to participate in the class size reduction program. 361
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
37. UNIFORM SERVICE: Approval, award of Request for Proposal (RFP) No. 3-1011, Uniform Service - Cintas Corporation. 369
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services
38. MILK AND DAIRY PRODUCTS: Approval, authorization to advertise Bid No. 1011-08, Milk and Dairy Products. 375
 (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

PERSONNEL SERVICES

39. RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, classified personnel. 377
 (Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel
40. RESIGNATIONS/RETIREMENTS/EMPLOYMENT: Approval, certificated personnel. 387
 (Supporting Information)
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Larson Ishii _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Brick _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

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.

V. DISCUSSION/ACTION

- 41. **OXFORD PREPARATORY ACADEMY CHARTER SCHOOL – PUBLIC HEARING:** Comments from the public on the petition from Oxford Preparatory Academy Charter School. (Supporting Information)
Contact: Julie Hatchel Assistant Superintendent, Education Services

INFORMATION/
DISCUSSION
Page 395

- 42. **LEGAL SERVICES' EXTENTION AGREEMENTS:** Consideration and approval, extension agreements for legal services for 2011. (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

DISCUSSION/
ACTION
Vote _____
Page 397

Motion by _____ Seconded by _____

- 43. **ROMERO BILL/OPEN ENROLLMENT ACT WAIVER REQUEST– PUBLIC HEARING:** Consideration and approval, waivers for Kinoshita, San Juan , and Viejo elementary schools to remove these schools from participation in the sanctions of the Romero Bill/Open Enrollment Act. (Supporting Information)
Contact: Julie Hatchel, Assistant Superintendent, Education Services

DISCUSSION/
ACTION
Vote _____
Page 485

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Larson Ishii _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Brick _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

- 44. **FIRST INTERIM REPORT:** Consideration and approval, Certification of the 2010-2011 First Interim Report; adoption of Resolution No. 1011-31, Incorporating 2010 -2011 Revenue and Expenditure Increases/Decreases. (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

DISCUSSION/
ACTION
Vote _____
Page 507

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Larson Ishii _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Brick _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

45. **MENTAL HEALTH SERVICES:** Consideration and approval, authorization to file a lawsuit against the Orange County Health Care Agency, Resolution No. 1011-34. (Supporting Information)
Contact: Joseph M. Farley, Superintendent

DISCUSSION/
 ACTION
 Vote _____
 Page 661

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Larson Ishii _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Brick _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

46. **COMMUNITY FACILITIES DISTRICT 2005-1 (WHISPERING HILLS) – PUBLIC HEARING CONTINUED:** Consideration and approval, reducing special taxes of Community Facilities District (CFD) 2005-1 (Whispering Hills) hereafter CFD No. 2005-1, termination thereof and initiation of additional proceedings. Resolution No. 1011-32. (Supporting Information)
Contact: Ron Lebs, Deputy Superintendent, Business & Support Services

DISCUSSION/
 ACTION
 Vote _____
 Page 665

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Larson Ishii _____

Trustee Addonizio _____

Trustee Alpay _____

Trustee Brick _____

Trustee Bryson _____

Trustee Hatton _____

Trustee Palazzo _____

Trustee Pritchard _____

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

INFORMATION/
 DISCUSSION
 Page 671

VI. ADJOURNMENT

THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON TUESDAY, JANUARY 11, 2011, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA

For information regarding Capistrano Unified School District, please visit our website:
www.capousd.org

VII. CLOSED SESSION

48. Closed Session (as authorized by law)

- A. CONFERENCE WITH LEGAL COUNSEL — PENDING LITIGATION
LIABILITY CLAIM: No. 07-58298DP
(Pursuant to Government Code §54956.9(a))
- B. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION
Superior Court of the State of California
County of Orange
Case No. 00300788
Whispering Hills LLC v. Capistrano Unified School District
(Pursuant to Government Code §54956.9(a))
- C. STUDENT EXPULSIONS – Items C-1 through C-9
Deliberations of Findings of Fact and Recommendations
(Pursuant to Education Code §48918(c) and §35145)
- D. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
(Pursuant to Government Code §54957)
- E. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Principal, Aliso Viejo Middle School
Principal, Oak Grove Elementary School
Assistant Principal, Middle School
(Pursuant to Government Code §54957)
- F. CONFERENCE WITH LABOR NEGOTIATORS
Dr. Joseph M. Farley/Jodee Brentlinger/Ron Lebs
Employee Organization:
 - 1) Capistrano Unified Education Association (CUEA)
 - 2) Capistrano School Employees Association (CSEA)
 - 3) Unrepresented Employees (CUMA)
 - 4) Teamsters*(Pursuant to Government Code §54957.6)*

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **ORGANIZATIONAL MEETING**

BACKGROUND INFORMATION

The Capistrano Unified School District Board of Trustees is conforming to Education Code requirements by holding its annual organizational meeting at the December 7, 2010, meeting. Board Policy 9100, *Annual Organizational Meeting*, presents the order of business for this meeting.

CURRENT CONSIDERATIONS

Agenda items 1 through 3 may be completed under this agenda item.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

The following procedure is recommended to Trustees:

AGENDA ITEM 1

1. The Superintendent will facilitate the election of the Board President. The Board may do this by oral nominations and voting, or by ballot after oral nominations are made.

AGENDA ITEMS 2 & 3

2. As soon as the new Board President is elected, he or she will immediately assume the role of President and will commence with the election of the Vice President and Clerk, then proceed with the other items on the evening's agenda.

AGENDA ITEMS 1-3

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: TRUSTEE COMMITTEE APPOINTMENTS

BACKGROUND INFORMATION

Every year at the organizational meeting in December, Trustee assignments are made to various committees and other groups in which there is an expectation of Board representation. Exhibit A is a listing of appointment assignments, with meeting date information, and the name or names of the Trustee who served on the committee during 2010.

CURRENT CONSIDERATIONS

This agenda item requests that the Board of Trustees select a member or members to serve on one or more of the committees during 2011.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended that the Board of Trustees review the various committees as listed (Exhibit A), and reach a consensus on which Trustees will participate on the various committees.

DISCUSSION/
ACTION

TRUSTEE COMMITTEE APPOINTMENTS

1. **NOMINATING COMMITTEE OF THE ORANGE COUNTY COMMITTEE ON SCHOOL DISTRICT ORGANIZATION: 1 Trustee and 1 alternate**
Meets annually prior to the OCSBA dinner meeting in May.
2010 Assignment: Trustee Anna Bryson

Trustee

Alternate

2. **OCSBA POLITICAL ACTION GROUP EFFORT (PAGE): 2 Trustees**
Meets prior to the OCSBA dinner meetings in October, January, March, and May.
2010 Assignment: Trustees Addonizio and Palazzo

3. **REGIONAL OCCUPATIONAL PROGRAM BOARD (ROP):**
2 Trustees & 1 Alternate
Meets the third Thursday of the month at 3 p.m. and typically does not have Board meetings in April, July, September, and November.
2010 Assignment: Trustees Brick & Palazzo (Alternate-Trustee Bryson)

(Alternate)

4. **INSTRUCTIONAL MATERIALS REVIEW COMMITTEE: 2 Trustees**
Meets only if a committee member has a concern about proposed materials and requests that a meeting be scheduled.
2010 Assignment: Trustees Addonizio and Christensen

5. **AD HOC COMMITTEES: 2 Trustees on each committee**
No set schedules for meetings.
2010 Assignments:

◆ City of Aliso Viejo: Trustees Addonizio and Lopez-Maddox

◆ City of Dana Point: Trustees Brick and Bryson

◆ City of Laguna Niguel: Trustees Addonizio and Bryson

◆ City of Mission Viejo: Trustees Addonizio and Lopez-Maddox

◆ City of Rancho Santa Margarita: Trustees Christensen and Palazzo

◆ City of San Clemente: Trustees Bryson and Winsten

◆ City of San Juan Capistrano: Trustees Palazzo and Winsten

6. **CAPISTRANO ACADEMIC RESOURCES TO EDUCATION FOUNDATION (CARE—Formerly CUSD Foundation): 1 Trustee**
Meets on the third Friday of the month at 9:00 a.m.
2010 Assignment: Trustee Brick

7. **DISTRICT RESTRUCTURING COUNCIL: 1 Trustee**
Meets on an as needed basis.
2010 Assignment: Trustee Lopez-Maddox

_____ (Alternate)

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
NOVEMBER 9, 2010
EDUCATION CENTER – BOARD ROOM

President Bryson called the meeting to order at 6:30 p.m. and announced that Agenda Item #25 A, Conference with Legal Counsel regarding Existing Litigation, Whispering Hills LLC v. Capistrano Unified School, was being removed from the agenda. The Board recessed to closed session at 6:31 p.m. to discuss student expulsions (six cases).

The regular meeting of the Board reconvened to open session and was called to order by President Bryson at 7:00 p.m.

The Pledge of Allegiance was led by Trustee Christensen.

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

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

It was moved by Trustee Addonizio, seconded by Trustee Lopez-Maddox, and carried by a 7-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

President Bryson reported the following action taken during closed session: **President’s Report From Closed Session Meeting**
Agenda Item #25 B-1 through B-6 – Student Expulsions: The Board voted by a 7-0 vote to expel the following students by stipulated agreement: Case #2011-008, #2011-010, #2011-011, #2011-012, #2011-014, and #2011-015.

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

The Assistance League of Capistrano Valley received special recognition for their philanthropy and assistance to the students and teachers of the District. **Special Recognition**

Student Body President Jeremy Lin from Dana Hills High School presented a report on activities taking place at the high school. **Student Body Report**

Trustee Palazzo commented that the Winter Concert schedule for November and December is now posted on the website. **Board and Superintendent Comments**

President Bryson remarked that she had attended an outstanding student orchestra concert in the park and complimented SOCSA Director Ray Woods and President Barbara Bond on the event. President Bryson recognized Trustees Christensen, Lopez-Maddox, and Winsten for their service on the Board and all their hard work during very tough times. She also thanked Deputy Superintendent Ron Lebs, Assistant Superintendent Jodee Brentlinger, Assistant Superintendent Julie Hatchel, and Executive Director Mike Beekman for all their time and assistance during the year while she served as Board President.

As specified in Board Bylaw 9323 for Oral Communications, each speaker was allowed three (3) minutes to speak. **Oral Communications 9**

The following people addressed the Board:

- *Erin Kutnick commented that the election results proved that the voters were looking for a change and by passing Measure H money will be saved on Trustee election costs.*
- *Casey Rhatigan stated he had spent three days in an alternative suspension school for a harmless prank and there should be a better system as sitting in an alternative suspension school is more punishment than rehabilitation.*
- *Alan Wickstrom and Martha McNicolas requested that Trustees ask for an extension on the Dana Hills High School Performing Arts Facility grant, act on the mitigated negative declaration, and research where additional funding source money is being spent.*
- *Lori Kosky shared that the approved work-year calendar cuts will hurt classified staff at school sites and asked Trustees to review the cuts and reopen discussion on the calendar.*
- *Wallace Hart spoke in regards to alternative suspension schools and the need for the school staff to treat students with more compassion.*

President Bryson asked Trustees for items they wished to pull from the Consent Calendar. No items were pulled.

Items Pulled from the Consent Calendar

CONSENT CALENDAR

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

Minutes of the October 26, 2010, special Board meeting.

**Minutes
Agenda Item 1**

Larry M. Simmons High School-Bodega, non-public school services in relation to residential treatment center, Family Life Center.

**Special Education-
Master Contract
Agenda Item 2**

Members of the Special Education Local Plan Area Community Advisory Committee.

**Special Education-
Community
Advisory
Committee
Agenda Item 3**

Expunging of expulsion record: Case #2009-047.

**Expunging of
Expulsion Record
Agenda Item 5**

Purchase Orders and Warrants as listed.

**Purchase Orders/
Warrants
Agenda Item 5**

Donations of funds and equipment.

**Donations
Agenda Item 6**

After School Education & Safety Program, Viejo Elementary School – YMCA of Orange County.

**Consulting
Agreement
Agenda Item 7**

Speech Language Pathology Services, Newport Language & Speech Centers, Inc.

**Consulting
Agreement
Agenda Item 8**

General Legal Services – Luce, Forward, Hamilton & Scripps, LLP.	Consulting Agreement Agenda Item 9
Television Broadcasting and Consulting Services to Provide Discovery Streaming for 35 CUSD Schools – KOCE TV.	Consulting Agreement Agenda Item 10
Health Services for Science Camp, Ladera Ranch Elementary School – Leisure Care Nurses Registry.	Consulting Agreement Agenda Item 11
Physical Education and Sports Training at Oso Grande Elementary School – Creative Gymnastics.	Consulting Agreement Agenda Item 12
Authorization to utilize Contract No. GS-35F-0717R, pre-owned and refurbished Cisco Systems Networking Equipment, U.S. General Services Administration (GSA) – Network Hardware Resale, Inc.	Utilization of GSA Contract Agenda Item 13
Authorization to Utilize Contract No. 7-08-70-13, Cisco Networking Communications and Maintenance, Western States Contracting Alliance – various vendors.	Utilization of Contract Agenda Item 14
Award of Bid No. 1011-07, Co-curricular Bus Service – various vendors.	Co-curricular Bus Service Agenda Item 15
Extension of Bid No. 0809-04, Custodial Supplies, Paper Products, Liners, and Lamps – various vendors.	Custodial Supplies Agenda Item 16
Authorization to sell obsolete and unusable miscellaneous District materials.	Obsolete Materials Agenda Item 17
Resignations, retirements, and employment of classified personnel.	Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 18
Resignations, retirements, and employment of certificated personnel.	Resignations/ Retirements/ Employment (Certificated Personnel) Agenda Item 19
Williams Settlement Uniform Complaint quarterly report.	Williams Settlement Agenda Item 20
ROLL CALL: AYES: Trustees Addonizio, Brick, Bryson, Christensen, Lopez-Maddox, Palazzo, Winsten, and Student Advisor Ishii.	
NOES: None	
ABSENT: None	
ABSTAIN: None	

DISCUSSION/ACTION

President Bryson recognized Assistant Superintendent Julie Hatchel who provided a PowerPoint summary of the 2010 Annual Progress Report. (The PowerPoint is available as supporting documentation with this agenda item on the website.)

**Annual Progress Report
Agenda Item 21**

Trustee Addonizio asked staff to research at what grade level the majority of the English language learners came into the District.

It was moved by Trustee Addonizio, seconded by Trustee Lopez-Maddox, and carried unanimously to ratify Change Order No. 1 for the Dana Hills High School Gymnasium Modernization, with an increase to the contract in the amount of \$28,961.21.

**DHHS Gymnasium Moderation
Change Order
Agenda Item 22**

It was moved by Trustee Addonizio, seconded by Trustee Palazzo, and carried unanimously to approve December 7, 2010, for the annual organizational meeting of the Board of Trustees.

**Annual Organizational Meeting
Agenda Item 23**

President Bryson recognized Deputy Superintendent Ron Lebs who, along with John Forney, Director, Construction, provided updates of the progress of the Division of State Architect project listing, work schedule, and priorities. Mr. Forney reported that the District had received DSA Closed with Certification notices for Newhart Middle School, Don Juan Avila Middle School, and San Clemente High School.

**Division of State Architect (DSA)
Agenda Item 24**

President Bryson adjourned the meeting at 7:45 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

December 7, 2010

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: SCHOOL BOARD MEETING SCHEDULE JULY - DECEMBER 2011

BACKGROUND INFORMATION

Board approval of its July through December 2011 meeting calendar well in advance allows Trustees to plan their schedules accordingly and permits staff to plan other District activities and events around Board meeting dates to minimize schedule conflicts during the year.

CURRENT CONSIDERATIONS

This agenda item presents to the Board of Trustees a proposed schedule of meetings for the period July through December 2011 (Exhibit A).

Since the Board may schedule public hearings, collective bargaining caucuses, and other special meetings, Trustees are asked to keep Tuesday evenings clear for any additional meetings.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board approve the proposed July through December 2011 Board Meeting schedule (Exhibit A).

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

2011 School Board Meeting Schedule

Approved by Board 3/9/10

Tuesday, January 11

Tuesday, February 8

Tuesday, March 8

Tuesday, April 12

Tuesday, May 10

Tuesday, June 7

Tuesday, June 21

Proposed Board Meeting Schedule

Tuesday, July 12

Tuesday, August 9

Tuesday, September 13

Tuesday, October 11

Tuesday, November 8

Tuesday, December 6

Adopted:

EXHIBIT A

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education Services

SUBJECT: **PETITION TO WAIVE CALIFORNIA EDUCATION CODE §60851(c)
and BOARD POLICY 6162.52, CALIFORNIA HIGH SCHOOL EXIT
EXAMINATION: CASE NUMBER 1011-008 THROUGH 1011-010**

BACKGROUND INFORMATION

California Education Code §60851(c) and Board Policy 6162.52 provide authority for the Board of Trustees to review and approve waivers for special education students to pass the California High School Exit Examination (CAHSEE) with modifications stated in the pupil's Individualized Education Program.

CURRENT CONSIDERATIONS

This agenda item requests approval by the Board to waive Education Code §60851(c) and Board Policy 6162.52 in accordance with §60851(c) approving three students as having met the requisite standards, with modifications, to pass the CAHSEE subtest in English-language arts and/or mathematics, case numbers 1011-008 through 1011-010. Supporting information for this item is provided to Trustees under separate cover so that individual student rights under the Family Educational Rights and Privacy Act (FERPA) are protected.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board of Trustees waive Education Code §60851(c) and Board Policy 6162.52 in accordance with Education Code §60851(c) validating that these students have completed all requirements for passing the CAHSEE subtest in English-language arts and/or mathematics, case numbers 1011-008 through 1011-010.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education

SUBJECT: **PROPOSED 2011 EXTENDED SCHOOL YEAR (ESY) SCHEDULE**

BACKGROUND INFORMATION

Section 3043 of Title 5 of the California Code of Regulations establishes that Extended School Year (ESY) services shall be provided for each individual with exceptional needs who has unique needs and requires special education and related services in excess of the regular academic year. A student is eligible for ESY if it is determined by the Individualized Education Plan (IEP) team that interruption of the pupil's educational programming may cause regression, when coupled with limited recoupment capacity, rendering it impossible or unlikely that the pupil will attain the level of self-sufficiency and independence that would otherwise be expected in view of his or her handicapping condition. In 2010, CUSD extended school year consisted of a five-week, 19-day program for elementary and middle school students, and a six-week, 22-day high school program. Extended School Year classes were offered at seven elementary and middle campuses, one high school campus, and one adult transition center. Last year's program served approximately 760 Special Education students.

CURRENT CONSIDERATIONS

The following schedule for the 2011 Extended School Year Summer Session is proposed:

Schedule: Monday – Friday (Schools are closed on Monday, July 4)

Preschool

Dates: Monday, June 27, 2011, through Friday, July 22, 2011

Hours: 9:00 a.m. – 1:00 p.m. (Preschool Structured Autism)

8:00 a.m. – 10:00 a.m. or 10:00 a.m. to 12:00 p.m. (SDC-Preschool)

Length: 19 days

Elementary School and Middle School

Dates: Monday, June 27, 2011, through Friday, July 22, 2011

Hours: 8:00 a.m. - 12:00 p.m. (Special Education)

Length: 19 days

High School/ATP/Bridges

Dates: Monday, June 27, 2011, through Friday, July 29, 2011

Hours: 7:30 a.m. - 12:45 p.m.

Length: 24 days

Exhibit A is the proposed 2011 Extended School Year Summer School Sites.

FINANCIAL IMPLICATIONS

The total cost of the special education Extended School Year (ESY) program is approximately \$1,800,000. The District is reimbursed approximately \$360,000 for students who participate in this program.

STAFF RECOMMENDATION

It is recommended the Board approve the proposed Extended School Year (ESY) schedule as presented.

PROPOSED 2011 SUMMER SCHOOL SITES

The following schools have been identified as sites for the 2011 CUSD Extended School Year program:

Crown Valley Elementary School	Bergeson ES Crown Valley ES
R.H. Dana ENF Elementary School	RH Dana ENF Palisades ES
Ladera Ranch Middle School	Arroyo Vista MS Bathgate ES Hankey MS Ladera Ranch MS Las Flores ES Las Flores MS Newhart MS
Marco Forster Middle School	Del Obispo ES Marco Forster MS Niguel Hills MS San Juan ES White ES
Reilly Elementary School	Barcelona ES Castille ES Reilly ES Tijeras Creek ES Viejo ES
Tesoro High School	ANHS CVHS DHHS SCHS SJHHS THS
Vista del Mar Middle School	Bernice Ayer MS Lobo ES Marblehead ES Shorecliffs MS Vista del Mar MS
Wood Canyon Elementary School	Aliso Viejo MS Don Juan Avila MS Oak Grove ES Wood Canyon ES
Adult Transition Center—San Juan Capistrano	Adult Transition Bridges

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2011

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education Services

SUBJECT: **SINGLE SCHOOL PLANS FOR STUDENT ACHIEVEMENT AND BUDGETS**

BACKGROUND INFORMATION

In October 2001, the California Legislature signed Senate Bill 374 into law, which addressed planning requirements for schools that participate in state and federal categorical programs funded through the consolidated application process. This legislation states that, "All California public school districts are responsible to ensure that a long-range planning process is in place to help students meet adopted standards." As part of this process, all schools within Capistrano Unified School District develop an annual Single Plan for Student Achievement (SPSA). Plans are written to cover a two-year period, but are updated annually.

The purpose of the Single Plan for Student Achievement (SPSA) is to create a cycle of continuous improvement of student performance, and to ensure that all students succeed in reaching academic standards set by the State Board of Education. Each plan is developed and initially approved through a process conducted by the school site advisory committee that includes stakeholder input. The process for its development is comprised of the following steps:

- An examination of current educational practice and its effectiveness on improving student learning
- The collection of input from school advisory committees
- The establishment or reaffirmation of school goals in literacy, math, and schoolwide climate
- A development of an improvement plan that includes the allocation resources in support of those goals
- A plan for monitoring progress and evaluating the plan's effectiveness

Each school's SPSA specifically addresses critical areas in student achievement and schoolwide climate, with particular emphasis on increasing the performance of students who have not yet reached academic proficiency, particularly in the areas of literacy and mathematics. Based on an analysis of data, the plans contain specific and measurable goals which align to action plans designed to incrementally "close the gap." The outlined action plans are implemented throughout the school year, and serve as a framework for each school's efforts within their professional learning community. Each school's plan is reviewed and approved by their school

SINGLE SCHOOL PLANS

December 7, 2010

Page 2

site council, which is composed of a balanced group representing parents, community members, and staff.

CURRENT CONSIDERATIONS

This agenda item requests Board approval of the 2010/11 SPSAs and budgets for each CUSD school, provided under separate cover. Copies of the Annual Single Plan for Student Achievement for CUSD school sites are on file in the Education Division.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the 2010/11 Single School Plans and Budgets for elementary, middle and high schools, available for Trustee review in the Education Division.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education Division

SUBJECT: **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION:
HIGH SCHOOL FOREIGN LANGUAGE TEXTBOOKS: ADVANCED
PLACEMENT CHINESE**

BACKGROUND INFORMATION

District policy requires that recommendations for adoption of instructional materials be submitted to the Instructional Materials Review Committee (IMRC) prior to submission to the Board of Trustees. Requests for adoption of instructional materials are submitted by Districts' curriculum committees or individual teachers. Following administrative review at the site and District level, the list of proposed materials is submitted to the IMRC.

The materials are available at the Instructional Media Center for review 30 days prior to the scheduled IMRC meeting. The list of proposed materials and the location and hours of display are posted in public library branches throughout the District.

CURRENT CONSIDERATIONS

This agenda item is a request for Board adoption of supplemental instructional materials, *Strive for 5, AP Chinese Practice Tests*, published by Cheng & Tsiu Company, Inc., 2010, for the Advanced Placement Chinese V course. These materials provide integrated reading, writing, listening, speaking lessons, and practice tests by theme. The proposed instructional materials have been reviewed and approved by the IMRC. Copies of proposed materials are on display in the Board room.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board adopt the proposed instructional materials, *Strive for 5, AP Chinese Practice Tests*.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, CA 92675

December 7, 2010

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education Division

SUBJECT: **SUPPLEMENTAL INSTRUCTIONAL MATERIALS RECOMMENDED
FOR ADOPTION: READ 180**

BACKGROUND INFORMATION

District policy requires that recommendations for adoption of instructional materials be submitted to the Instructional Materials Review Committee (IMRC) prior to submission to the Board of Trustees. Requests for adoption of instructional materials are submitted by District curriculum committees or individual teachers. Following administrative review at the site and District level, the list of proposed materials is submitted to the IMRC.

The materials are available at the Instructional Media Center for review 30 days prior to the scheduled IMRC meeting. The list of proposed materials and the location and hours of display are posted in public library branches throughout the District.

CURRENT CONSIDERATIONS

The agenda item is a request for Board adoption of Read 180, published by Scholastic, Inc., in the supplemental instructional materials category. The materials will be used for intensive reading intervention course. The program is research based, assisting struggling readers by utilizing technology, print, and high interest literature. The curriculum design encourages differentiated instruction and a variety of groupings within a lesson. The proposed instructional materials have been reviewed and approved by the IMRC. Copies of the proposed materials are on display in the Board room.

FINANCIAL IMPLICATIONS

The Scholastic Read 180 upgrade costs are \$8,000 for one classroom license for up to 50 students and 30 sets of student materials. Additional student materials are \$24.95 per book. The total cost would be \$31,156.97 for one class at Dana Hills High School and two classes at Marco Forster Middle School. The price reflects the student materials and the cost required to upgrade

the technology from the piloted materials, which are no longer supported by Scholastic, to the current version of Read 180.

The materials are paid for from the intervention materials budget within the Instructional Materials Funds Realignment Program, which is currently a tier 3 funding source. The total cost for the program is included in the current allocation and is an anticipated expense.

STAFF RECOMMENDATION

Staff recommends that the Board of Trustees adopt the proposed instructional materials as supplemental curriculum.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **PURCHASE ORDERS AND COMMERCIAL WARRANTS**

BACKGROUND INFORMATION

Purchase orders and commercial warrants have been processed in accordance with the rules and regulations of the Board of Trustees (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California.

CURRENT CONSIDERATIONS

This agenda item requests the Board approve the attached lists of purchase orders (Exhibit A) and commercial warrants (Exhibit B). Exhibit C is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings.

FINANCIAL IMPLICATIONS

The financial implications of the purchase orders and commercial warrants included in this item have previously been authorized as part of the District's budget approval process. The purchase orders (Exhibit A) total \$1,605,860.70; the commercial warrants (Exhibit B) total \$7,783,952.46.

STAFF RECOMMENDATION

It is recommended the Board approve purchase orders and commercial warrants.

Board of Trustees Purchase Order Listing
 ----- Fiscal Year: 2010-11 -----
 Board of Trustees Meeting....DECEMBER 7, 2010

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
302566	1	AARDVARK CLAY	InstMtls/Instrctn/NHMS	265.99
302567	1	PERMA-BOUND	InstMtls/Instrctn/LFMS	552.56
302568	1	STAPLES BUSINESS ADVANTAGE	InstMtls/RSPInstr/SCHS	41.40
302569	1	STAPLES BUSINESS ADVANTAGE	InstMtls/RSPInstr/SCHS	65.45
302570	1	HITT MARKING DEVICE	SplsNonI/Sch Adm /SJHHS	34.32
302571	1	WOODWIND & BRASSWIND	InstMtls/Instrctn/Las Palm	62.53
302572	1	DACAPO MUSIC	InstMtls/Instrctn/Las Palm	129.68
302573	1	DELL COMPUTER	NonCapEq/Prsnl:HR/Dstrctwd	1,030.77
302574	1	CALCULUS IN MOTION	InstMtls/Instrctn/DHHS	168.13
302575	1	QUIZDOM INC	NonCapEq/Instrctn/LRMS	2,923.38
302576	1	CDWG Inc	SplsNonI/Sch Adm /SJHHS	315.39
302577	1	PRO-ED	SplsNonI/HlthServ/Dstrctwd	1,794.30
302578	1	DIGITAL SPORTS VIDEO INC	InstMtls/CurAthlt/SJHHS	2,810.00
302579	1	KEY CURRICULUM PRESS	Serv&Op /Instrctn/DHHS	83.07
302580	1	PC MALL GOV	InstMtls/Enterprs/ANHS	350.63
302581	1	HOTMATH INC	Serv&Op /Instrctn/DJAMS	135.00
302582	1	SANTILLANA PUBL CO	InstMtls/Instrctn/LadraElm	247.50
302583	1	SANTILLANA PUBL CO	InstMtls/Instrctn/LadraElm	275.00
302584	1	SANTILLANA PUBL CO	InstMtls/Instrctn/Crn Vlly	1,402.50
302585	1	SANTILLANA PUBL CO	Serv&Op /Instrctn/Wood Cyn	2,200.00
302586	1	EAGLE SOFTWARE	CnfrNonI/TIS /Dstrctwd	350.00
302587	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Dstrctwd	6,485.75
302588	1	PRINCIPLE WOODS INC	InstMtls/Instrctn/ArroyoMS	1,886.86
302589	1	DELL COMPUTER	NonCapEq/Sch Adm /Hiddn Hl	969.78
302590	11	AMERICAN COUNCIL ON EDUCATION	Serv&Op /Sch Adm /Dstrctwd	10.00
302591	1	DELL COMPUTER	NonCapEq/Instrctn/Concordi	1,962.60
302592		VOID	VOID	0.00
302593	1	DELL COMPUTER	SplsNonI/Sch Adm /CVHS	122.40
302594	1	DELL COMPUTER	SplsNonI/SupvAdmn/Dstrctwd	247.68
302595	1	DELL COMPUTER	SplsNonI/PuplTran/Dstrctwd	170.69
302596	1	DELL COMPUTER	InstMtls/SDCInstr/Dstrctwd	54.35
302597	1	DELL COMPUTER	InstMtls/Enterprs/AVMS	165.12
302598	1	DELL COMPUTER	InstMtls/Instrctn/Chaparal	619.20
302599	1	DELL COMPUTER	InstMtls/Instrctn/Palisade	147.89
302600	1	NASCO WEST	InstMtls/Instrctn/NHMS	2,315.96
302601	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/DJAMS	65.43
302602	1	LAKESHORE LEARNING MATERIALS	InstMtls/PrntPart/Dstrctwd	1,297.21
302603	1	REMEDIA PUBLICATIONS	InstMtls/RSPInstr/Don Juan	215.29
302604		VOID	VOID	0.00
302605	1	DELL COMPUTER	NonCapEq/Instrctn/Hankey	1,180.80
			NonCapEq/Instrctn/HankeyMS	1,180.81
302606	1	DELL COMPUTER	Serv&Op /Instrctn/Bergeson	41.28
302607	1	DELL COMPUTER	InstMtls/Instrctn/Hankey	176.14
302608	1	DELL COMPUTER	NonCapEq/SupvAdmn/Dstrctwd	968.77
302609	1	RENAISSANCE LEARNING	InstMtls/Instrctn/Malcom	526.55

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2010-11 =====
 Board of Trustees Meeting....DECEMBER 7, 2010

PO No.	Fund	Vendor	Description	Amount
302610	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Choose	500.00
302611	1	JIM'S MUSIC CENTER	InstMtls/Instrctn/BAMS	1,000.00
302612	1	MCGRAW-HILL/SRA	Bks&Ref /Instrctn/RH Dana	3,291.75
302613	1	WAL MART S.C.	SplsNonI/CommServ/FRC:AnXI	150.00
			SplsNonI/SupvAdmn/Dstrctwd	150.00
302614	1	DELL COMPUTER	InstMtls/Instrctn/CanVistE	36,308.10
302615	1	DEMCO	InstMtls/Instrctn/MFMS	88.67
302616	1	CAMCOR INC	NonCapEq/Instrctn/BAMS	2,235.42
302617	1	VALIANT IMC	InstMtls/Instrctn/Las Palm	257.63
302618	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Marblehd	500.00
302619	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Dstrctwd	63,965.00
302620	1	SHAMROCK SUPPLY CO INC	InstMtls/RSPInstr/Reilly	15.66
302621	1	APPLE COMPUTER INC	NonCapEq/Instrctn/LRMS	2,475.82
302622	40	ORANGE COUNTY TREASURER TAX	Serv&Op /M&O /Dstrctwd	25,944.21
302623	1	APPLE COMPUTER INC	NonCapEq/Enterprs/DJAMS	1,200.20
302624	40	ORANGE COUNTY TREASURER TAX	Serv&Op /M&O /Dstrctwd	19,578.58
302625	1	CAPPO SAN DIEGO	CnfrNonI/Purch /Dstrctwd	50.00
302626	1	BRYAN EXHAUST SERVICE INC.	Rntl:Oth/RR:Bldgs/Dstrctwd	525.00
302627	1	DELL COMPUTER	SplsNonI/TIS /Dstrctwd	815.63
302628	1	APPLE COMPUTER INC	InstMtls/Instrctn/VdelMarE	126.15
302629	1	APPLE COMPUTER INC	InstMtls/Instrctn/VdelMarE	18.60
302630	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	981.30
302631	1	DELL COMPUTER	Serv&Op /Instrctn/Serra	82.56
302632	1	BRINKS U.S.	Serv&Op /Bus/Fisc/Dstrctwd	3,000.00
302633	1	DELL COMPUTER	NonCapEq/Grph Art/Dstrctwd	3,818.89
302634	1	DELL COMPUTER	NonCapEq/Grph Art/Dstrctwd	8,843.45
302635	1	FISHER SCIENTIFIC	InstMtls/Instrctn/BAMS	181.78
302636	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/ANHS	741.58
302637		VOID	VOID	0.00
302638	1	DOMINO EVENTS	CnfrNonI/SupvAdmn/Dstrctwd	685.00
302639	1	CASET	Conf:Ins/Instrctn/Tesoro	180.00
302640	1	DICK'S SPORTING GOODS	InstMtls/CurAthlt/DHHS	18,000.00
302641	1	MR CLEAN MAINTENANCE SYSTEMS	Rntl:Oth/Custodil/ANHS	9,460.00
302642	1	DIGITAL NETWORKS GROUP	InstMtls/Instrctn/VdelMarE	216.63
302643	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Chaparal	19,521.49
302644	1	OFFICE DEPOT	SplsNonI/Purch /Dstrctwd	500.00
302645	1	CASBO/CENTINELA SOUTH BAY C/O	CnfrNonI/Purch /Dstrctwd	105.00
302646	1	CINTAS CORP	SplsNonI/Custodil/Dstrctwd	1,327.13
302647	1	PCH SHEET METAL & AIR	Rntl:Oth/RR:Bldgs/CVHS	4,386.00
302648	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/CanVistE	450.00
302649	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Moulton	608.61
302650	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Lgna Nig	450.00
302651	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Viejo	450.00
302652	1	FARLEY, JOSEPH M	SplsNonI/Supt /Dstrctwd	340.05
302653	1	CONSOLIDATED ELECTRICAL DIST	SplsNonI/RR:Bldgs/Dstrctwd	25,000.00
302654	1	SAFETY KLEEN CORP	Rntl:Oth/Saf&Trng/Dstrctwd	800.00
302655	1	DEPT IND RELATIONS/ACCOUNTING	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
302656	1	THYSSEN ELEVATOR CORPORATION	Rntl:Oth/RR:Bldgs/ArroyoEl	299.70
302657	1	SIMPLEX GRINNELL LP	SplsNonI/RR:Bldgs/Dstrctwd	400.00
302658	1	SCHOOL SPECIALTY	NonCapEq/Enterprs/ANHS	1,681.43

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2010-11 =====
 Board of Trustees Meeting.....DECEMBER 7, 2010

PO No.	Fund	Vendor	Description	Amount
302659	1	MODERN TREE	Rntl:Oth/Op:Grnds/Dstrctwd	15,000.00
302660	1	HEATING & COOLING SUPPLY	NonCapEq/RR:Bldgs/Benedict	2,571.42
302661	1	EDGEWOOD PRESS INC	Serv&Op /Grph Art/Dstrctwd	788.44
302662	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/NHMS	1,334.66
302663	1	BAVCO	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
302664	1	TANDUS FLOORING INC.	SpplsNonI/RR:Bldgs/Dstrctwd	10,000.00
302665	1	FARINO DESIGN & CONSTRUCTION	Rntl:Oth/RR:Bldgs/SCHS	1,700.00
302666	1	PEACHTREE BUSINESS PROD	SpplsNonI/Sch Adm /Malcom	159.86
302667	1	DHARMA TRADING CO	InstMtls/Instrctn/SMS	623.46
302668	1	THOMAS RILEY WILDERNES PARK	FieldTrp/Instrctn/Bathgate	240.00
302669	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Del Obis	20,160.00
302670	1	MISSION SAN JUAN CAPISTRANO	Serv&Op /Instrctn/San Juan	515.00
302671	1	GUIDED DISCOVERIES	FieldTrp/Instrctn/Concordi	24,195.50
302672	1	MERIDIAN EDUCATION CORP	InstMtls/Instrctn/Dstrctwd	116.31
302673	1	DISCOVERY EDUCATION	InstMtls/Instrctn/Dstrctwd	410.91
302674	13	DAYDOTS A DIVISION OF ECOLAB	OpSupp /FoodServ/Dstrctwd	53.15
302675	1	FOLLETT EDUCATIONAL SERVICES	9-12Text/Instrctn/Dstrctwd	277.97
302676	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	4,296.71
302677	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Bathgate	550.00
302678	1	GAMETIME	SpplsNonI/RR:Bldgs/Lgna Nig	221.39
302679	1	SANDOR, LASZLO/COURTENAY	NPS /NPS /Dstrctwd	5,969.60
302680	1	BRAIN POP LLC	InstMtls/Instrctn/MFMS	1,691.50
302681	1	GAMETIME	SpplsNonI/RR:Bldgs/Viejo	733.25
302682	1	PLAYPOWER LT FARMINGTON	SpplsNonI/RR:Bldgs/Bathgate	539.57
302683	1	AMS.NET	SpplsNonI/SupvAdmn/Dstrctwd	1,417.88
302684	1	SCHOOL SPECIALTY	InstMtls/Instrctn/RH Dana	197.66
302685		VOID	VOID	0.00
302686	1	WAXIE	SpplsNonI/Prsnl:HR/Dstrctwd	161.84
302687	1	SANTILLANA PUBL CO	InstMtls/Instrctn/Las Palm	7,468.85
302688		VOID	VOID	0.00
302689	1	OCDE	Conf:Ins/Instrctn/Dstrctwd	2,000.00
302690	1	PEARSON EDUCATION	SpplsNonI/SupvAdmn/Dstrctwd	4,487.27
302691	12	DISCOUNT SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	161.84
302692	1	FOLLETT LIBRARY RESOURCES	InstMtls/Instrctn/Wood Cyn	250.00
302693	13	BERNARD FOOD INDUSTRIES	Food Dry/FoodServ/Dstrctwd	3,000.00
302694	1	PSYCHOLOGICAL ASSESSMENT RES	SpplsNonI/PsychSer/Dstrctwd	273.13
302695	1	SCHOLASTIC LITERACY PARTNERSHP	InstMtls/Instrctn/Benedict	761.25
302696	1	SOLUTION TREE INC	InstMtls/Instrctn/Dstrctwd	146.60
302697	1	LA STARS DEPT OF EDUCATION	CnfrNonI/SupvAdmn/Dstrctwd	695.00
302698	1	PEARSON ASSESSMENTS	SpplsNonI/Spch Aud/Dstrctwd	1,528.31
302699	1	REALLY GOOD STUFF	SpplsNonI/Spch Aud/Dstrctwd	40.21
302700	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/HlthServ/Dstrctwd	65.00
302701	1	NASCO WEST	InstMtls/Instrctn/SJHHS	256.65
302702	1	SMART & FINAL IRIS #399	InstMtls/SEOthIns/Dstrctwd	3,000.00
302703	1	LINGUI SYSTEMS INC	InstMtls/SDCInstr/Dstrctwd	95.59
302704	1	SUPER DUPER INC.	InstMtls/SDCInstr/Dstrctwd	182.32
302705	1	VALIANT IMC	NonCapEq/Instrctn/GrgWhite	515.26
302706	1	INTEGRATIONS SCHOOL SPECIALITY	SpplsNonI/SupvAdmn/Dstrctwd	102.80
302707	1	IMAGE 2000	InstMtls/Instrctn/Viejo	320.06
302708	1	CAMCOR INC	InstMtls/Instrctn/RH Dana	69.82

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PO No.	Fund	Vendor	Description	Amount
302709	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/Hankey	234.76
302710	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /RH Dana	300.00
302711	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	10,794.30
302712	1	DELL COMPUTER	Rntl:Oth/Sch Adm /Dstrctwd	8,555.66
302713	1	SCHOOL SPECIALTY	SplsNonI/SupvAdmn/Dstrctwd	227.67
302714	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /SMS	19.80
302715	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/GrgWhite	3,693.15
302716		VOID	VOID	0.00
302717	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/SJHHS	1,500.00
302718	1	EDGEWOOD PRESS INC	InstMtls/Instrctn/Kinoshta	532.88
302719	1	DAVID TAUSSIG ASSOC INC	Serv&Op /M-R Reim/Dstrctwd	120,000.00
302720	1	BOWIE ARNESON WILES &	Legal /Bus/Fisc/Dstrctwd	25,000.00
302721	1	BERGMAN & DACEY INC	Legal /FacPlann/Dstrctwd	50,000.00
302722	1	CAMCOR INC	InstMtls/Instrctn/GrgWhite	228.34
302723		VOID	VOID	0.00
302724	1	DAVID TAUSSIG ASSOC INC	Legal /FacPlann/Dstrctwd	10,000.00
302725	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	4,296.71
302726	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	4,296.71
302727	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/SCHS	158.65
302728	1	SYSCO FOOD SERVICES	InstMtls/Instrctn/ANHS	1,500.00
302729	1	DICK BLICK WEST	InstMtls/Instrctn/MFMS	36.57
302730	1	MARDAN CENTER OF ED	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	10,777.00
302731	1	ONION MOUNTAIN TECH	SplsNonI/SupvAdmn/Dstrctwd	79.10
302732	1	TRUE GRITS	InstMtls/Instrctn/DHHS	4,239.62
302733	1	CMC MATH	CnfrNonI/SupvAdmn/Dstrctwd	155.00
302734	1	COUNTY OF ORANGE	Op&Hskpg/Opr:Util/Dstrctwd	7,514.92
302735	1	COUNTY OF ORANGE	Op&Hskpg/Opr:Util/Dstrctwd	2,324.02
302736	1	COUNTY OF ORANGE	Op&Hskpg/Opr:Util/Dstrctwd	8,187.30
302737	1	COUNTY OF ORANGE	Op&Hskpg/Opr:Util/Dstrctwd	7,514.92
302738	1	TARGET SPECIALTY PROD	St Rcpts/Undesig /Dstrctwd	176.83
302739	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	1,911.28
302740	1	PRINCETON HEALTH PRESS	InstMtls/Instrctn/Dstrctwd	413.25
302741	1	PRO-ED	InstMtls/SEOthIns/Dstrctwd	87.39
302742	1	SUPER DUPER INC.	InstMtls/SDCInstr/Dstrctwd	181.29
302743	1	LINGUI SYSTEMS INC	InstMtls/SDCInstr/Dstrctwd	180.31
302744	1	THINK SOCIAL PUBLISHING	InstMtls/SDCInstr/Dstrctwd	142.58
302745	1	LINGUI SYSTEMS INC	SplsNonI/SupvAdmn/Dstrctwd	108.70
302746	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Lobo	300.00
302747	1	ATG REHAB	SplsNonI/HlthServ/Dstrctwd	871.63
302748	1	DYNAVOX SYSTEMS INC	InstMtls/SEOthIns/Dstrctwd	407.81
302749	1	STAPLES BUSINESS ADVANTAGE	InstMtls/RSPInstr/SCHS	39.07
302750		VOID	VOID	0.00
302751	1	STAPLES ADVANTAGE	InstMtls/RSPInstr/SCHS	84.92
302752	1	G PATINO SCREEN & PRINT &	SplsNonI/Sch Adm /MFMS	637.73
302753	1	CHEFS TOYS	InstMtls/Instrctn/ANHS	1,500.00
302754	1	ATG REHAB	SplsNonI/HlthServ/Dstrctwd	184.71
302755		VOID	VOID	0.00
302756	1	WAL MART L.N.	SplsNonI/SupvAdmn/Dstrctwd	666.66
302757	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/MFMS	400.00

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PO No.	Fund	Vendor	Description	Amount
302758	1	CAMCOR INC	InstMtls/RSPInstr/ANHS	145.32
302759	1	CDWG Inc	InstMtls/RSPInstr/ANHS	65.26
302760	1	STAPLES ADVANTAGE	InstMtls/RSPInstr/ANHS	224.82
302761	1	CAMCOR INC	SplsNonI/Sch Adm /MFMS	325.16
302762	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/BAMS	1,000.00
302763	1	SEHI COMPUTER	InstMtls/CurAthlt/ANHS	195.81
302764	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/DHHS	607.91
302765	1	NASCO WEST	InstMtls/Instrctn/AVMS	898.18
302766	1	NAMES UNLIMITED	InstMtls/RSPInstr/ANHS	91.51
302767	1	REALLY GOOD STUFF	InstMtls/SDCInstr/SCHS	118.36
302768	1	ACSA FOUNDATION FOR EDUCATION	Serv&Op /Prsnl:HR/Dstrctwd	2,500.00
302769	1	BRIGHT APPLE	InstMtls/SDCInstr/SCHS	127.85
302770	1	CALLOWAY HOUSE INC	InstMtls/SDCInstr/Del Obis	50.18
302771	1	DYNAVOX SYSTEMS INC	Rnt&Repr/SEOthIns/Dstrctwd	600.00
302772	1	MCCLURE, MICHAEL AND HEATHER	Serv&Op /PsychSer/Dstrctwd	3,500.00
302773	1	INTEGRATIONS SCHOOL SPECIALITY	SplsNonI/SupvAdmn/Dstrctwd	270.79
302774	1	LAKESHORE	InstMtls/SDCInstr/NHMS	261.16
302775		VOID	VOID	0.00
302776		VOID	VOID	0.00
302777	1	PRONIN ENTERPRISES PTY LTD	InstMtls/Enterprs/SCHS	797.50
302778	1	NSPRA	SplsNonI/Pub Info/Dstrctwd	118.75
302779	1	ST4 LEARNING INC.	InstMtls/SEOthIns/Dstrctwd	372.08
302780	1	PCI EDUCATIONAL PUBLISHING	InstMtls/SDCInstr/CVHS	259.56
302781	1	AMERICAN BOOK COMPANY	InstMtls/SDCInstr/CVHS	103.47
302782	1	SCHOLASTIC INC	InstMtls/Instrctn/Dstrctwd	705.32
302783	1	PEARSON ASSESSMENTS	SplsNonI/Spch Aud/Dstrctwd	188.13
302784	1	DELL COMPUTER	NonCapEq/RR:Bldgs/Dstrctwd	1,788.08
302785	1	ECS IMAGING INCORPORATED	Serv&Op /Pup Serv/Dstrctwd	7,000.00
302786	1	RECYCLE AWAY SYSTEMS	NonCapEq/Sch Adm /SJHHS	30,238.32
302787	1	PC MALL GOV	Serv&Op /Grph Art/Dstrctwd	267.97
302788	1	CAPISTRANO CRANE SERVICE	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
302789	1	AMERICAN INDUSTRIAL SUPPLY	SplsNonI/RR:Bldgs/Dstrctwd	1,500.00
302790	1	OFFICE DEPOT	St Rcpts/Undesig /Dstrctwd	424.78
302791	1	SPICERS PAPER CO	St Rcpts/Undesig /Dstrctwd	759.08
302792	1	PEARSON LEARNING	SplsNonI/SupvAdmn/Dstrctwd	415.01
302793	1	DELL COMPUTER	NonCapEq/Instrctn/LF Elem	1,252.06
302794	1	FOLLETT LIBRARY RESOURCES	Bks&Ref /Instrctn/Dstrctwd	21,600.00
302795	1	IBBS	K-8Textb/Instrctn/Dstrctwd	247.41
302796	1	PERMA-BOUND	K-12Text/Instrctn/SMS	2,256.73
302797	1	SNAP-ON TOOLS CORP	InstMtls/Instrctn/SCHS	2,841.14
302798	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	200.00
302799	1	HILTON GARDEN INN ST GEORGE	CnfrNonI/PsychSer/Dstrctwd	156.10
302800	1	LOCKRIDGE, TOM	InstMtls/Instrctn/SCHS	1,512.17
302801	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Reilly	2,769.00
302802	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Wood Cyn	850.00
302803	1	PLAYPOWER LT FARMINGTON	NonCapEq/RR:Bldgs/Wood Cyn	2,088.60
302804	1	DIVERSIFIED METAL FABRICATORS	SplsNonI/RR:Bldgs/Dstrctwd	2,000.00
302805	40	ORANGE COUNTY TREASURER TAX	Serv&Op /M&O /Dstrctwd	18,017.22
302806	1	BLU-WISE MGMT INC	SplsNonI/SupvAdmn/SCHS	619.88
302807	1	DEVELOPMENTAL RESOURCES	Serv&Op /Instrctn/Stnybrke	258.00

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PO No.	Fund	Vendor	Description	Amount
302808	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/Bathgate	1,650.00
302809	1	COUNTY OF ORANGE/HERITAGE HILL	FieldTrp/Instrctn/Bathgate	222.00
302810	1	CENTENNIAL HERITAGE MUSEUM	FieldTrp/Instrctn/Lgna Nig	1,155.00
302811	1	SAN DIEGO COUNTY OFFICE OF ED	CnfrNonI/SupvAdmn/Dstrctwd	160.00
302812	1	ORANGE COUNTY REGISTER	Serv&Op /Pub Info/Dstrctwd	127.44
302813	1	GENESIS INC	InstMtls/Instrctn/ArroyoEl	168.55
302814	1	CMC MATH	CnfrNonI/SupvAdmn/Dstrctwd	1,085.00
302815	1	WAXIE	SplsNonI/Sch Adm /Marblehd	42.41
302816	1	CUTTING EDGE SIGNS	SplsNonI/Grph Art/Dstrctwd	407.81
302817	1	ART MASTERS INC	CnsltIns/Instrctn/Bergeson	5,964.00
302818	1	ART MASTERS INC	CnsltIns/Instrctn/Hiddn Hl	160.00
302819		VOID	VOID	0.00
302820	1	CA WEEKLY EXPLORER INC	Serv&Op /Instrctn/Bergeson	90.00
302821	68	STAPLES ADVANTAGE	SplsNonI/Enterprs/Dstrctwd	433.37
302822	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	119.00
302823	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	119.00
302824	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	119.00
302825	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	119.00
302826	1	ESCO EAR SERVICE CORP	Serv&Op /HlthServ/Dstrctwd	180.00
302827	13	SCSNA	CnfrNonI/FoodServ/Dstrctwd	50.00
302828	1	PEARSON EDUCATION	K-12Text/Instrctn/MFMS	100.04
302829	1	HOLT MCDUGAL	K-12Text/Instrctn/MFMS	83.22
302830	13	SNACK CLUB	Amerisrv/FoodServ/Dstrctwd	18,000.00
302831	1	CAMCOR INC	InstMtls/Instrctn/Hiddn Hl	173.98
302832	1	GRAYMARK	InstMtls/Instrctn/MFMS	382.25
302833	1	PRO PHOTO CONNECTION INC	InstMtls/Instrctn/SCHS	1,674.12
302834	1	ADVANTAGE IMAGING SUPPLY	InstMtls/Instrctn/SMS	224.84
302835	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/NHMS	102.77
302836	1	IMAGE 2000	InstMtls/Instrctn/Palisade	358.56
302837	1	DACAPO MUSIC	InstMtls/Instrctn/RH Dana	86.46
302838	1	SELPA ADMINISTRATOR'S ASSOC	Dues&Mmb/SupvAdmn/Dstrctwd	600.00
302839	1	ART.COM	SplsNonI/Sch Adm /MFMS	401.65
302840	1	MOUNTAIN HOME BIOLOGICAL	InstMtls/Instrctn/SCHS	673.39
302841	1	PHONAK INC	SplsNonI/HlthServ/Dstrctwd	100.00
302842	1	PHONAK INC	SplsNonI/HlthServ/Dstrctwd	2,094.12
302843	1	PEARSON	CnfrNonI/SupvAdmn/Dstrctwd	750.00
302844	1	COOLIES	InstMtls/CurAthlt/ANHS	223.80
302845	1	CSBA'S PRACTI-CAL	Serv&Op /SupvAdmn/Dstrctwd	50,000.00
302846		VOID	VOID	0.00
302847	1	PHONAK INC	SplsNonI/HlthServ/Dstrctwd	55.00
302848	1	PHONAK INC	SplsNonI/HlthServ/Dstrctwd	1,843.99
302849	1	MCGRAW-HILL/SRA	InstMtls/SDCInstr/Marblehd	188.05
302850	1	DISCOUNT OFFICE SERVICES	SplsNonI/Pub Info/Dstrctwd	800.00
302851	1	ARBOR SCIENTIFIC	InstMtls/Instrctn/SCHS	850.64
302852	1	STAPLES ADVANTAGE	InstMtls/SDCInstr/Wood Cyn	52.52
302853	1	DEMPSEY, MITCHELL	Serv&Op /Instrctn/ANHS	4,000.00
302854	1	FORESTRY SUPPLIERS INC	InstMtls/Instrctn/SCHS	284.38
302855	1	CPO SCIENCE	InstMtls/Instrctn/BAMS	2,276.88
302856	1	ORANGE COAST PETRO EQUIP	Ppl Tran/PuplTran/Dstrctwd	687.77
302857	1	LOS ANGELES FREIGHTLINER	Serv&Op /Dist Veh/Dstrctwd	44,285.43

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PO No.	Fund	Vendor	Description	Amount
302858	1	MOORES MUFFLER SER, DOUG	Rntl:Oth/Dist Veh/Dstrctwd	306.65
302859	1	CA WEEKLY EXPLORER INC	FieldTrp/Instrctn/VdelMarE	1,830.00
302860	1	GRAVOGRAPH-NEW HERMES	SplsNonI/RR:Bldgs/Dstrctwd	2,000.00
302861	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/AVMS	12,160.44
302862	1	MAYER-JOHNSON CO	SplsNonI/Spch Aud/Dstrctwd	140.29
302863	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Castille	5,538.15
302864	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Castille	4,259.55
302865	1	SANTILLANA PUBL CO	EstApprt/Instrctn/Barcelon	1,925.00
302866	1	SANTILLANA PUBL CO	InstMtls/Instrctn/Benedict	605.00
302867	1	IPARADIGMS LLC	NonCapEq/Instrctn/SCHS	2,760.00
302868	1	SPRINT/NEXTEL COMMUNICATIONS	Cmmnctns/DW Undst/Dstrctwd	45,000.00
302869	1	L COM CONNECTIVITY PRODUCTS	InstMtls/SEOthIns/Dstrctwd	52.13
302870	1	360 PRINT MEDIA	SplsNonI/Purch /Dstrctwd	3,229.88
302871	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/RSPInstr/Crn Vlly	225.00
302872	1	SCANTRON	InstMtls/Enterprs/SMS	46.49
302873		VOID	VOID	0.00
302874	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/Crn Vlly	130.00
302875	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/Crn Vlly	260.00
302876	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Crn Vlly	565.50
302877	1	FOLLETT LIBRARY RESOURCES	K-12Text/Instrctn/FNMS	370.29
302878	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	1,239.30
302879	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/SCHS	2,954.03
302880	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/NHMS	865.65
302881	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/MFMS	108.21
			K-12Text/Instrctn/SMS	162.31
			K-12Text/Instrctn/FNMS	183.95
			K-12Text/Instrctn/DJAMS	32.46
			K-12Text/Instrctn/LRMS	54.10
			K-12Text/Instrctn/VDMMS	108.21
			K-12Text/Instrctn/ArroyoMS	54.10
302882	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/DHHS	1,850.33
302883	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/CVHS	627.60
302884	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/ANHS	595.13
302885	1	KOCE TV FOUNDATION	CnsltNon/Instrctn/Dstrctwd	35,194.55
302886	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	1,729.13
302887	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	1,729.13
302888	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	1,729.13
302889	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	1,729.13
302890	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	1,721.25
302891	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	2,960.55
302892	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	2,960.55
302893	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	2,960.55
302894	1	CREATIVE GYMNASTICS	Serv&Op /Instrctn/OsoGrand	15,000.00
302895	1	WAL MART L.N.	SplsNonI/SupvAdmn/Dstrctwd	666.66
302896	1	OCEAN INSTITUTE	FieldTrp/Instrctn/LadraElm	397.00
302897	1	OCEAN INSTITUTE	FieldTrp/Instrctn/LadraElm	397.00
302898	1	LEISURE CARE NURSES REGISTRY	NPA /HlthServ/LadraElm	3,230.00
302899	1	OCEAN INSTITUTE	FieldTrp/Instrctn/LadraElm	397.00
302900	1	OCEAN INSTITUTE	FieldTrp/Instrctn/LadraElm	397.00
302901	1	IRVINE RANCH OUTDOOR EDU CTR	FieldTrp/Instrctn/San Juan	1,710.00

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PO No.	Fund	Vendor	Description	Amount
302902	1	LAMA	InstMtls/Instrctn/LRMS	1,300.00
302903	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/SCHS	2,375.03
302904	1	NEWPORT LANGUAGE & SPEECH CTRS	NPA /NPA /Dstrctwd	17,280.00
302905	1	YMCA OF ORANGE COUNTY	Subagrmt/Instrctn/Viejo	81,000.00
			CnsltIns/Instrctn/Viejo	25,000.00
302906	1	LRP PUBLICATIONS	SplsNonI/SupvAdmn/Dstrctwd	36.22
302907	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Crn Vlly	130.00
302908	1	CCS PRESENTATION SYSTEMS INC	NonCapEq/Instrctn/NHMS	1,696.50
302909	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/LRMS	607.91
302910	1	CALIFORNIA WESTERN VISUALS	InstMtls/Instrctn/LRMS	607.91
302911	1	CAMCOR INC	InstMtls/Instrctn/LRMS	558.86
302912	1	CAMCOR INC	InstMtls/Instrctn/LRMS	558.86
302913	14	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Del Obis	9,300.00
302914	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Crn Vlly	1,040.00
302915	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Crn Vlly	260.00
302916	1	CENTER FOR APPLIED LINGUISTICS	SplsNonI/SupvAdmn/Dstrctwd	284.69
302917	12	LEONARD, MARYDALE	ParntFee/Undesig /Dstrctwd	332.00
302918	1	OCDE	Conf:Ins/Instrctn/Dstrctwd	400.00
302919	1	HANDWRITING W/O TEARS	InstMtls/Instrctn/ArroyoEl	848.74
302920	11	CALIFORNIA DEPT OF EDUCATION	Serv&Op /Instrctn/Dstrctwd	1,200.00
302921	1	SCHOLASTIC	InstMtls/Enterprs/Lgna Nig	2,512.88
302922	1	SCHOLASTIC	Serv&Op /Enterprs/Lgna Nig	250.00
302923	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/DHHS	257.15

344 Purchase Orders \$1,313,860.70

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MELLO ROOS

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

PO No.	Fund	Vendor	Description	Amount
4882	98	BERGMAN & DACEY INC	Legal /Fac Acq /SJHHS	20,000.00
4883	89	BERGMAN & DACEY INC	Legal /Fac Acq /SCHS	10,000.00
4884	87	EDENCO INC.	CnsMgFee/Fac Acq /CVHS	125,000.00
4885	98	EDENCO INC.	CnsMgFee/Fac Acq /SJHHS	125,000.00
4886	87	CONSOLIDATED REPROGRAPHICS	BI:Other/Fac Acq /CVHS	7,000.00
4887	98	CONSOLIDATED REPROGRAPHICS	BI:Other/Fac Acq /SJHHS	5,000.00
6 Purchase Orders				\$292,000.00

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Warrant Number	Name of Payee	Reference Number	Amount
156629	CSBA'S PRACTI-CAL	PO-302279	4,833.75
156630	INTERNATIONAL BACCALAUREATE	PO-302405	96.30
156631	KRANTZ, TRICIA ELIZABETH	PO-301922	1,506.60
156632	PROFESSIONAL TUTORS OF AMERICA	PO-302156	50.00
156633	T DAVIS & ASSOCIATES INC	PO-300095	2,916.66
156634	YMCA OF ORANGE COUNTY	PO-301435	12,637.31
156635	CRARY, BRENDA	PO-301936	130.20
156636	KRANTZ, TRICIA ELIZABETH	PO-301922	113.40
156637	LUCE FORWARD HAMILTON &	PO-302502	175,067.43
156638	RELIANCE STANDARD LIFE INS CO	PO-300169	13,769.88
156639	A Z BUS SALES INC	PO-300963	1,952.21
156640	ADVANTAGE RADIATOR	PO-300713	125.00
156641	CALIFORNIA WESTERN VISUALS	PO-301450	61,860.26
		PO-302173	607.91
		PO-302176	1,215.83
156642	CINTAS	PO-300681	82.21
156643	CREATIVE CONTRACTORS CORP	PO-302354	450.00
156644	DIGITAL NETWORKS GROUP	PO-300100	7,478.30
156645	ENTERPRISE FLEET SERVICES	PO-300968	1,184.66
156646	FIRE SAFETY FIRST	PO-302377	1,712.30
156647	IMAGE 2000	PO-300304	431.45
		PO-300813	402.71
156648	MCMAHAN DESK INC	PO-300726	297.98
		PO-301679	845.64
156649	ORANGE COUNTY PROBATION DEPT	PO-300450	2,000.00
156651	THYSSENKRUPP ELEVATOR CORP	PO-300378	299.70
156652	UNITED RENTALS	PO-300491	120.20
156653	WATERLINES TECHNOLOGIES INC	PO-300507	2,307.48
156654	WAXIE	PO-300401	6,253.23
156655	TANDUS FLOORING INC.	PO-301378	2,938.44
		PO-301954	20,964.89
		PO-301961	2,168.27
156656	STAPLES ADVANTAGE	PO-302393	824.33
156657	ATKINSON ANDELSON LOYA	PO-301934	16,565.87
		PO-302542	32,992.70
		PO-302543	6,045.00
156658	BEST BEST & KRIEGER LLP	PO-301303	23.50
156659	DANNIS WOLIVER KELLEY	PO-301302	11,302.12
		PO-301304	84.28
156660	VAVRINEK TRINE DAY & CO LLP	PO-302501	17,568.50
156661	A Z BUS SALES INC	PO-300963	822.31
156662	ADVANTAGE RADIATOR	PO-300713	80.90
156663	ALISO VIEJO AUTO SERVICE	PO-300970	2,006.11
156664	ALL PRO SOUND	PO-300041	144.12
156665	AMERICAN INDUSTRIAL SUPPLY	PO-300372	517.69

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Warrant Number	Name of Payee	Reference Number	Amount
156666	ARAMARK UNIFORM SERVICE	PO-300961	388.01
156667	ASSOC BUSINESS PRODUCTS	PO-300374	374.83
156668	BEE MAN	PO-300392	465.00
156669	BEN'S MUSIC	PO-302488	255.00
156670	BETTER BUSINESS RECORDS	PO-300337	70.52
156671	BEYOND PLAY	PO-302146	76.16
156672	BRODART CO	PO-302167	386.01
156673	BULBTRONICS INC.	PO-301646	260.93
156674	C D T INC.	PO-301908	965.00
156675	CALIFORNIA AQUARIUM CONSULTANT	PO-301780	2,135.91
156676	CAMBIUM LEARNING SOPRIS WEST	PO-301733	836.85
156677	CAPISTRANO GOLF CARS	PO-300407	1,026.56
156678	CERRY TREE TOYS INC	PO-302071	138.49
156679	CHEVROLET OF IRVINE	PO-301231	138.09
156680	CLEAN ENERGY	PO-300967	4,821.11
156681	DISCOUNT OFFICE SERVICES	PO-300567	380.45
		PO-301828	249.04
		PO-302094	139.67
156682	EDUCATION WEEK	PO-301900	74.94
156683	EPOLY STAR	PO-300141	3,197.25
156684	ETA/ CUISENAIRE	PO-300872	210.64
156685	EVERYTHING MEDICAL	PO-301056	84.00
		PO-302258	153.90
156686	FEDERAL EXPRESS CORP	PO-300243	477.36
156687	FREEWAY AUTO SUPPLY & MACHINE	PO-302059	36.13
156688	GANAHL LUMBER	PO-300315	593.64
156689	GOV CONNECTION INC	PO-302180	328.53
156690	GREAT MUSIC PRODUCTS	PO-302262	537.43
156691	GUNTHER'S ATHLETIC SERV	PO-302407	20,072.30
156692	HANDWRITING W/O TEARS	PO-300196	2,381.18
		PO-300845	765.94
		PO-301871	129.15
		PO-301872	765.94
156693	HM RECEIVABLES CO LLC	PO-302066	477,779.42
156694	HOLT MCDUGAL	PO-300824	3,385.59
		PO-300917	2,050.93
		PO-301884	4,357.39
156695	ADMINSTRATIVE SOFTWARE	PO-301349	1,194.60
156696	HARTE-HANKS SHOPPERS INC.	PO-301987	85.70
156697	CAMCOR INC	PO-302251	52.67
156698	HANDWRITING W/O TEARS	PO-301947	34.50
156699	BARRETT, JANET S	PV-011214	148.00
156700	BEAUCHAINE, KIMBERLY	PV-011215	140.00
156701	BENE, CHERI	PV-011216	141.50
156702	BOLLA, BRENDA	PV-011217	98.50

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Warrant Number	Name of Payee	Reference Number	Amount
156703	BOWDEN, JOANNA	PV-011218	27.00
156704	BRISTOW-SHANDRO, DREW	PV-011219	170.50
156705	BUCKMAN, JENNIFER	PV-011221	96.00
156706	CARLISLE, TERESA	PV-011222	163.00
156707	CASAZZA, ANN MARIE	PV-011223	55.00
156708	CROSS, MINDY	PV-011224	166.00
156709	DARLING, MARTY	PV-011225	401.00
156710	DEVINCENZI, MARK	PV-011226	65.50
156711	DIXON, AURORA	PV-011227	112.00
156712	DOUGLAS, TERRI A.	PV-011228	176.00
156713	EDEN, CRIS	PV-011229	27.00
156714	EFFENBERGER, PATRICIA	PV-011236	116.00
156715	ELKINS, KAREN	PV-011239	179.00
156716	ELLISON, BRETT	PV-011256	28.50
156717	FIFER, BARBARA	PV-011260	42.00
156718	FLUENT, TERRY	PV-011261	55.00
156719	GARRISON, SANDRA L.	PV-011263	5.50
156720	GAST, LUCIBEL	PV-011264	23.00
156721	HANAFORD, LAURA	PV-011266	22.00
156722	HARMAN, NANCY	PV-011265	168.00
156723	HARRIS, REBECCA	PV-011267	7.00
156724	HAYES, NATALIE	PV-011268	8.00
156725	HIGHTOWER, SHERLIN	PV-011269	150.50
156726	HOGBIN, RICH	PV-011270	69.00
156727	JONES, JOSEPH	PV-011271	109.00
156728	KELLMAN, KATHLEEN	PV-011272	145.00
156729	KIMINAS, ANTHONY	PV-011273	111.50
156730	KLISTER, PAMELA	PV-011274	66.50
156731	MCKEON, GAIL	PV-011275	48.00
156732	METTERT, LISA M	PV-011276	59.00
156733	PEREZ, VIRGINIA	PV-011277	52.00
156734	POWELL, CHRISTOPHER	PV-011278	138.00
156735	PULIDO, DEBBIE	PV-011279	38.50
156736	RODRIGUEZ, MICHELLE	PV-011280	107.50
156737	SHAH, RANA	PV-011282	37.00
156738	TABARI, LISA SEYEDI	PV-011283	121.00
156739	TALILI, MAILUMAI	PV-011284	174.00
156740	THOMAS, CANDIS A	PV-011285	59.00
156741	VARGAS, DAVID	PV-011286	180.00
156742	WEINELL, CAROL	PV-011287	149.50
156743	WEIS-DAUGHERTY, DENISE	PV-011288	42.00
156744	WHITE, BRANDI	PV-011289	55.50
156745	BARRERA-CRUZ, ANGELICA	PV-011136	134.50
156746	EDEN, CRIS	PV-011229	47.00
156747	FREY, DEBORAH	PV-011262	64.00

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Warrant Number	Name of Payee	Reference Number	Amount
156748	PEREZ, VIRGINIA	PV-011277	62.00
156749	BROCKMAN, CARY	PV-011220	117.50
156750	ROSS, KIRSTEN	PV-011281	96.00
156751	CITY OF SAN JUAN CAPISTRANO	PO-300467	11,383.52
156752	MOULTON NIGUEL WATER	PO-300465	6,352.25
156753	ORANGE CTY DEPT EDUC	PO-301673	7,127.15
156754	SAN DIEGO GAS & ELECTRIC	PO-300464	85,219.31
156755	SANTA MARGARITA WATER	PO-300463	5,205.94
156756	SO CAL GAS CO	PO-300274	3,547.62
156757	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	47,515.14
156758	METROPOLITAN EMPLOYEES	PO-300163	3,505,379.49
		PO-300171	21,966.00
156759	VISION SERVICE PLAN	PO-300168	73,970.94
156760	CORVEL CORPORATION	PO-300174	36,780.49
156761	CA OFFICE SYSTEMS INC.	PO-302428	337.50
156762	CINTAS CORP	PO-300320	752.65
		PO-301205	67.74
156763	COAST RECREATION	PO-301970	2,187.11
156764	CREATIVE CONTRACTORS CORP	PO-300588	450.00
156765	IMAGE 2000	PO-302193	327.68
156766	IPC USA	PO-301228	20,057.92
156767	JOURNEY CHARTER SCHOOL	CL-001671	5,882.00
156768	MCPAHAN DESK INC	PO-300768	998.33
156769	PACIFIC MOBILE HOME CONS	PO-301983	17,706.03
156770	PRUDENTIAL OVERALL SUP	PO-300256	164.97
156771	SPRINT/NEXTEL COMMUNICATIONS	CM-010031	5,428.57-
		CM-010032	31.20-
		CM-010033	1,391.27-
		CM-010034	1,198.69-
		CM-010035	15.60-
		CM-010036	1,300.06-
		CM-010037	15.60-
		CM-010038	1,306.25-
		CM-010039	50.00-
		CM-010040	1,318.09-
		CM-010041	17.39-
		CM-010042	1,336.73-
		CM-010043	1,328.93-
		CM-010044	1,500.00-
		PV-011316	25,915.42
156772	STAPLES ADVANTAGE	PO-300158	32.89
		PO-300816	110.65
		PO-301557	156.14
156773	TANDUS FLOORING INC.	PO-301960	3,341.03
156774	WATERLINES TECHNOLOGIES INC	PO-300507	221.51

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Warrant Number	Name of Payee	Reference Number	Amount
156775	TANDUS FLOORING INC.	PO-301961	938.27
156776	AT&T-CALNET2	PO-300273	25,587.50
156777	COX COMMUNICATIONS	PO-301006	14,329.93
156778	MODERN TREE	PO-300471	5,100.00
156779	MOORE'S SEWING MACHINE	PO-302263	2,534.71
156780	NATIONWIDE FIRE PROTECTION	PO-302491	6,725.62
156781	NCS PEARSON/AIMSWEB	PO-300954	2,650.00
156782	NEOPOST USA INC DBA HASLER	PO-300239	2,723.19
156783	NETWORK HARDWARE RESALE	PO-302494	6,942.08
156784	OC DIESEL	PO-301229	4,473.05
		PO-302106	10,838.61
156785	OFFICE DEPOT	PO-300717	400.35
		PO-301689	212.93
		PO-301805	99.20
		PO-302264	21.21
		PO-302321	689.04
156786	ONE STOP BINDERY	PO-300248	269.00
156788	ORANGE COUNTY REGISTER	PO-300698	516.84
156789	ORANGE COUNTY REGISTER	PO-302315	155.52
156790	P & R PAPER SUPPLY COMPANY	PO-300147	430.65
156791	PARKHOUSE TIRE INC.	PO-300988	5,498.64
156792	PEARSON EDUCATION	CM-010029	72.28-
		CM-010030	143.47-
		PO-300918	3,157.66
		PO-301882	574.04
		PO-301903	394.54
		PO-301959	757.68
156793	PEPPER-LOS ANGELES, J W	PO-302328	616.79
156794	POPULAR MECHANICS	PO-302348	12.00
156795	PRECISION TUNE AUTO CARE	PO-301000	239.90
156796	PREMIERE WATER SERVICES	PO-300381	1,025.00
156797	SCOTT FORESMAN	PO-300648	5,736.26
		PO-300658	10,584.60
		PO-300660	2,424.16
156798	SMART & FINAL	PO-300186	113.18
		PO-300694	15.18
		PO-302302	170.68
156799	SMART & FINAL	PO-300788	74.20
156800	SOPRIS WEST INC	CL-001420	177.92
156801	OFFICE DEPOT	PO-300058	407.80
156802	OFFICE DEPOT	PO-300048	1,457.16
156803	SMART & FINAL	PO-301842	75.71
156804	BODO, JOHN & TERA	PV-011291	167.28
156805	BROWN, DONNA AND/OR MICHAEL	PV-011292	1,144.50
156806	COLCLASER, CAROLEE AND DAVID	PV-011293	351.78

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Warrant Number	Name of Payee	Reference Number	Amount
156807	DICK, CRAIG OR BILLIE	PV-011295	174.16
156808	GIDEONS, CHRIS OR VALLI	PV-011296	236.20
156809	HAMPTON, GERALD OR BOBBI	PV-011298	108.42
156810	HARRAMAN, RUSSEL & IVANA	PV-011297	96.32
156811	HARRIS, TRACEY &/OR ASHLEY	PV-011299	98.20
156812	HERNANDEZ, JOSEPH & ALEJANDRA	PV-011300	699.20
156813	JACKSON, BEN & JENNIFER	PV-011301	208.42
156814	KICHLINE, KEITH & KYLA	PV-011302	460.60
156815	LEVENDOSKI, RICHARD OR LEA	PV-011303	366.21
156816	LIDDLE, DREW & LESLIE	PV-011304	300.00
156817	MC EACHRAN, KYLE OR MELISSA	PV-011305	129.64
156818	OLAMENDI, MARIA HERRERA	PV-011294	88.20
156819	PAEZ, HUGO &/OR ANDREA	PV-011306	129.20
156820	ROZO, ROXANNE	PV-011309	240.24
156821	SANDOR, LASZLO/COURTENAY	PV-011307	828.00
156822	UNGOS, JAY AND MARIE	PV-011308	337.28
156823	ANDREWS, JULIE	PV-011312	681.10
156824	DE SILVA, VICKI	PV-011314	1,323.00
156825	DORHOUT, ANETA	PV-011315	214.20
156826	H2O SPOT	PV-011310	728.00
156827	PAYNE, JODY	PV-011311	805.80
156828	SPECTRUM SOLUTIONS DBA	PV-011313	2,608.80
156829	BATTERIES PLUS	PO-300332	314.96
156830	BAVCO	PO-300333	1,909.94
		PO-301745	1,474.90
156831	CAPISTRANO GOLF CARS	PO-300428	1,070.16
156832	COAST RECREATION	PO-300591	252.55
156833	HIRSCH PIPE & SUPPLY	PO-302198	749.69
156834	IBBS	PO-302213	148.44
		PO-302216	31.54
156835	IRON MOUNTAIN	PO-302364	531.18
156836	IT'S ELEMENTARY	PO-301719	267.67
156837	ITO NURSERY	PO-302378	1,490.14
156838	JASPER ENGINE & TRANSMISSION	PO-300974	8,215.52
156839	JOHNSTONE SUPPLY	-	
		PO-300294	2,459.26
		PO-302199	17,751.65
156840	JOHNSTONE SUPPLY	PO-302199	4,834.27
156841	KATHCO PRODUCTS	PO-302179	21.42
156842	KELLY PAPER COMPANY	PO-300246	3,964.04
156843	KNORR SYSTEMS INC	PO-300295	155.46
156844	LAKESHORE	PO-301998	72.65

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Warrant Number	Name of Payee	Reference Number	Amount
156845	LAKESHORE LEARNING MATLS	PO-301897	424.59
		PO-302116	126.86
		PO-302147	232.39
		PO-302235	61.81
156846	LAMA SEWING KITS	PO-300853	413.40
		PO-302241	1,002.50
156847	LAWNMOWERS ETC	PO-300452	1,356.70
156848	LESLIES SWIMMING POOL SUPPLY	CL-001487	330.66
		PO-300292	117.38
156849	LOCAL JANITORIAL & VACUUM	PO-300402	555.93
		PO-300403	655.90
156850	LOS ANGELES FREIGHTLINER	PO-301057	741.74
156851	LOS ANGELES TIMES	PO-301902	97.60
156852	LAKESHORE	PO-300878	625.25
156853	IRON MOUNTAIN	PO-300161	136.42
156854	EDUCATIONAL & COMMUNITY	PO-302317	250.00
156855	FARLEY, JOSEPH M	PV-011322	31.94
156856	OVER NIGHT NUMBERING	PO-300263	199.50
156857	QUALITY TOWING	PO-301105	553.00
156858	RADIO SHACK	PO-300508	75.49
156859	RINCON TRUCK PARTS	PO-301227	10,317.93
156860	S O S SURVIVAL PRODUCTS	PO-301171	351.74
156861	SEPULVEDA BLDG MATERIALS	PO-302376	232.96
156862	SMOG EXPRESS	PO-301102	132.65
156863	SO COUNTY PROTECTIVE WEAR	PO-301101	654.44
156864	SOUTH COAST ANSWERING SERVICE	PO-300477	251.35
156865	SOUTH COAST FAMILY MEDI CENTER	PO-300003	1,280.00
156866	SPARKLETTS	PO-300687	16.86
156867	SPICERS PAPER CO	PO-300247	604.21
156868	ST4 LEARNING INC.	PO-301353	205.25
156869	TIFCO INDUSTRIES	PO-301221	2,812.38
156870	TOXGUARD FLUID TECHNOLOGIES	PO-301100	422.49
156871	TRUCPAR CO	PO-301225	2,604.02
156872	TUTTLE-CLICK FORD	PO-301224	3,331.17
156873	UNIQUE SWEEPING	PO-301108	252.00
156874	UNITED TRANSMISSION EXCHANGE	PO-301223	1,843.31
156875	VISTA HIGHER LEARNING	PO-300821	3,446.27
156876	VORTEX	PO-301109	956.00
156877	WEST GROUP	PO-294579	185.97
156878	WESTERN GRAPHIX	PO-302402	366.31
156879	SPARKLETTS	PO-301543	2.03
		PO-301545	30.64
		PO-301546	38.73
		PO-301547	30.63
		PO-301548	20.32

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Warrant Number	Name of Payee	Reference Number	Amount
156880	BRODOFF, ALICE	PO-302449	22,000.00
156881	DANNIS WOLIVER KELLEY	CL-000800	2,681.28
156882	FARRELL, MIN KIM AND DONALD	PO-302438	25,755.00
156883	KENNEY, ROBERT AND MARIE	PO-301635	1,140.46
156884	LOYER, LAW OFFICES OF KATHLEEN	PO-302437	10,000.00
156885	O'CONNOR, BRENDAN & JACQUELINE	PO-301636	224.08
156886	GOLD COAST HOT DOGGER TOURS	PV-011317	2,008.50
156887	PACIFIC COACHWAYS	PV-011319	3,051.00
156888	ROADWAYS INTERNATIONAL INC	PV-011320	577.50
156889	TRANSPORTATION CHARTER SERVICE	PV-011318	1,260.00
156890	INTEGRATED BUSINESS SOLUTIONS	PO-301724	27.00
156891	CSBA'S PRACTI-CAL	PO-302279	3,458.44
156892	CUSD REVOLVING CASH	CM-010045	0.75-
		CM-010046	0.74-
		CM-010047	0.73-
		PV-011321	29,822.44
156893	DELL MARKETING L P	PV-011323	453.45
156894	LRP PUBLICATIONS	PO-301979	250.00
156895	STEIN, CHRISTINE E	PO-302037	592.00
156896	CSULB FOUNDATION	PO-294619	1,300.00
156897	STEIN, CHRISTINE E	PO-302037	5,328.00
156898	CUSD REVOLVING CASH	PV-011321	50.00
156899	US BANK CORP PAYMENT SYSTEM	CM-010050	149.00-
		PV-011426	3,499.62
		PV-011428	55.45
		PV-011430	768.05
		PV-011433	3,688.90
156900	US BANK CORP PAYMENT SYSTEM	PV-011433	204.41
156901	US BANK CORP PAYMENT SYSTEM	PV-011430	1,902.48
156902	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	36,320.82
156903	OC DIESEL	PO-302106	317.86
156904	SMART & FINAL	PO-300186	44.51
		PO-300694	54.89
		PO-300855	74.41
		PO-301841	40.53
		PO-302135	95.98
156905	SPARKLETTS	PO-300187	10.12
		PO-300189	50.84
		PO-300989	10.17
		PO-301727	21.87
156906	ZZOUNDS.COM	PO-301552	509.35
156907	SPARKLETTS	PO-300190	49.05
		PO-301544	10.17
156908	ALISO VIEJO AUTO SERVICE	PO-300970	1,031.20
156909	ARAMARK UNIFORM SERVICE	PO-300961	382.40

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Warrant Number	Name of Payee	Reference Number	Amount
156910	ASSOCIATION OF CALIFORNIA	PO-301031	260.00
156911	B & H PHOTOGRAPHY	PO-302261	209.72
156912	BADEN SPORTS INC	PO-302178	412.79
156913	BETTER BUSINESS RECORDS	PO-300337	63.43
156914	BUDGETEXT CORP	PO-301084	3,244.56
156915	CAL-STATE AUTO PARTS INC	PO-300965	1,125.93
156916	CCS PRESENTATION SYSTEMS INC	PO-302099	424.13
		PO-302194	2,544.75
		PO-302196	848.25
156917	CHEVROLET OF IRVINE	PO-301231	46.03
156918	CMS COMMUNICATIONS INC	PO-300323	305.00
156919	COMMERCIAL LANDSCAPE SUP. INC.	PO-302165	591.70
156920	COMMUNICATIONS USA	PO-302206	211.53
		PO-302208	725.52
		PO-302291	503.57
156921	DISCOUNT OFFICE SERVICES	PO-301096	252.43
		PO-301828	33.66-
156922	EDGEWOOD PRESS INC	PO-302352	445.88
156923	EDHELPER.COM	PO-302346	319.84
156924	EDUCATIONAL DATA SYSTEMS	PO-302204	2,017.94
156925	EDUCATORS PUBLISHING SERVICE	PO-302375	573.72
156926	FACTORY MOTOR PARTS	PO-300969	767.03
156927	FOLLETT EDUCATIONAL SVC	PO-302112	231.31
		PO-302202	154.20
156928	FOLLETT LIBRARY RESOURCES	PO-301420	53.90
		PO-301460	157.47
156929	GANAHL LUMBER	PO-300315	329.75
156930	GLASS SPECTRUM	PO-302267	850.24
156931	GOLDEN RULE BINDERY	PO-300896	1,205.23
156932	GOPHER ATHLETIC/SPORTS	PO-302303	486.16
156933	GUNTHER'S ATHLETIC SERV	PO-301379	1,982.33
156934	HAAN CRAFTS	PO-300849	207.13
		PO-300852	175.05
156935	HANDWRITING W/O TEARS	PO-302269	731.73
156936	HIRSCH PIPE & SUPPLY	PO-302198	497.43
156937	HITT MARKING DEVICE	PO-302570	34.91
156938	HOUGHTON MIFFLIN HARCOURT PUB	PO-300030	121.36
156939	HYDRO-SCAPE PRODUCTS INC	PO-300448	2,112.20
156940	IBBS	PO-302217	445.33
156941	INTERSTATE BATTERIES	PO-300975	1,178.65
156942	JOHN DEERE LANDSCAPES	PO-300451	946.49
156943	KELLY PAPER COMPANY	PO-300246	406.73
156944	LADYBUG WOODWORKING	PO-301676	601.38
156945	LAKESHORE	PO-302230	203.67
156946	LAKESHORE LEARNING MATLS	PO-302239	344.34

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
156947	LAWNMOWERS ETC	PO-300452	564.77
156948	LOCAL JANITORIAL & VACUUM	PO-300403	16.30
156949	AMERICAN COUNCIL ON EDUCATION	PO-302590	10.00
156950	DISCOUNT OFFICE SERVICES	PO-301643	90.18
156951	LAKESHORE LEARNING MATERIALS	PO-301867	140.96
156952	LAKESHORE LEARNING MATLS	PO-301650	100.93
156953	CARLOS GUZMAN INC	PO-302549	1,217.96
156954	BERGMAN & DACEY INC	PO-302721	5,794.45
156955	MOULTON NIGUEL WATER	PO-300465	8,361.42
156956	SAN DIEGO GAS & ELECTRIC	PO-300464	97,995.71
156957	SANTA MARGARITA WATER	PO-300463	8,472.97
156958	SO CAL GAS CO	PO-300274	577.03
156959	SO COAST WATER DIST	PO-300462	3,126.22
156960	NELSON, LARRY	PO-300516	4,480.00
156961	WLC ARCHITECTS INC	PO-090764	811.95
156962	ORANGE COUNTY TREASURER TAX	PO-302622	25,944.21
156963	ORANGE COUNTY TREASURER TAX	PO-302624	19,578.58
156964	ALPINE ACADEMY	PO-301355	3,360.00
		PO-301356	3,360.00
156965	AUTISM INTERVENTIONS	PO-302434	288.00
156966	BLIND CHILDRENS LRNG CTR	PO-301629	2,625.00
156967	BOCKLER, BRIAN & TINA	PO-301955	2,910.00
156968	CINNAMON HILLS SCHOOL	PO-302159	695.60
156969	DEVEREUX FOUNDATION	PO-302086	1,640.00
		PO-302087	1,640.00
		PO-302088	1,640.00
156970	DEVEREUX TEXAS TREATMENT	PO-300828	2,644.74
		PO-300829	2,527.98
156971	DEVEREUX TEXAS TREATMENT	PO-300830	2,855.16
156972	EDUCATIONAL BASED SERVICES	PO-301944	6,160.00
156973	MCCORMACK, MARC AND/OR KRISTA	PO-301485	577.50
156974	MOLINARO, ROBERT & KATHARYN	PO-300421	687.56
156975	OAK GROVE INSTITUTE	PO-301632	389.31
156976	ORANGE CTY TESTING SERV	PO-300889	235.00
156977	PROGRESSUS THERAPY INC	PO-301927	30,415.00
156978	PYRAMID AUTISM CENTER	PO-300827	3,825.00
156979	RED ROCK CANYON SCHOOL	PO-300833	2,625.00
156980	ROZENBERG, ABBY	PO-301129	1,687.50
156981	SANDOR, LASZLO/COURTENAY	PO-302679	516.60
156982	SUMMIT SPEECH PATHOLOGY SV INC	PO-302545	12,480.00
156983	ADAMSON, CORAL	PV-011333	165.00
156984	ARVINDER, GILL	PV-011355	157.00
156985	BIRKINSHAW, SANDY	PV-011334	67.00
156986	BRADY-NELSON, KAREN	PV-011335	177.50
156987	BRANNON, DESIREE	PV-011336	139.00

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Warrant Number	Name of Payee	Reference Number	Amount
156988	BRAUN, C. ANNE	PV-011337	17.50
156989	BROOKMAN, JOSEPH	PV-011341	126.00
		PV-011342	154.50
156990	BROWN, SUSAN	PV-011338	32.50
156991	BUSH, VIRGINIA	PV-011339	57.00
156992	CARDIN, PATTI	PV-011344	150.00
156993	CAUDILL, AMANDA	PV-011345	307.50
156994	CLIFT, LYNNETTE I	PV-011343	72.50
156995	COLLINGS, JANICE	PV-011340	60.00
156996	COX, LINDA	PV-011346	65.50
156997	DAGLEY, JEANA	PV-011348	134.50
156998	DARAKJIAN, CAROLE	PV-011347	128.00
156999	ENRIQUEZ, MICHELLE L	PV-011349	108.50
157000	FERGUSON, ERIN	PV-011350	161.00
157001	FLYNN, MARGARET	PV-011351	135.00
157002	FREDRIKSZ, LAURA	PV-011353	96.00
157003	FRIEDLANDER, DOROTHY	PV-011352	275.50
157004	GIELON, THIA	PV-011354	71.00
157005	GONG, PHOEBE	PV-011356	246.00
157006	HATCH, CHRISTIE	PV-011357	27.00
157007	HATLER, JAIME	PV-011358	120.50
157008	HAUN, BARBARA	PV-011359	112.50
157009	HERTZ, JANA	PV-011360	170.50
157010	HEUSER, RACHEL	PV-011361	337.50
157011	HOLKE, DEBBIE	PV-011362	49.00
157012	JIMENEZ, DENISE	PV-011364	192.50
157013	SHERRIE, LORRAINE	PV-011365	23.00
157014	SOLTIS, PAMELA	PV-011366	83.50
157015	STOFFEL, DAVID E	PV-011367	55.50
157016	TERHUNE, CYNTHIA	PV-011368	243.50
157017	TUNULI, JESSICA	PV-011369	150.00
157018	VERDUGO, ANNIE	PV-011370	38.00
157019	WALTERS, ELAINE	PV-011371	41.50
157020	WESTON, KELLY	PV-011373	77.00
157021	WHALEN, ANDREA	PV-011372	200.50
157022	WOBST, JUDY	PV-011376	5.00
157023	WOLFSON, DONNA	PV-011374	92.00
157024	WYNNE, LAUREN	PV-011375	91.00
157025	AIR CONDITIONING CONTROL SYS	PO-300090	433.33
157026	CALIFORNIA WESTERN VISUALS	PO-302100	3,693.15
		PO-302195	1,823.74
		PO-302197	3,693.15
157027	CAMCOR INC	PO-302260	190.17
		PO-302468	1,117.71
		PO-302471	15.20

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Warrant Number	Name of Payee	Reference Number	Amount
157028	CAPISTRANO CONNECTIONS ACADEMY	PO-300738	627,053.00
157029	CINTAS CORP	PO-301205	129.32
		PO-301283	684.87
157030	CONSOLIDATED ELECT DISTR	PO-300319	8.78
157031	CONSOLIDATED ELECTRICAL DIST	PO-302653	12,174.43
157032	CULVER-NEWLIN INC	PO-301382	318.01
157033	DIGITAL NETWORKS GROUP	PO-302183	583.70
157034	GAMETIME	PO-301817	627.67
157035	JOURNEY CHARTER SCHOOL	PO-300743	89,239.00
157036	MOBILE COMM REPAIR INC	PO-302394	2,055.38
157037	OPPORTUNITY FOR LEARNING	PO-300739	38,799.00
157038	SPRINT/NEXTEL COMMUNICATIONS	-	
		PV-011420	11,140.29
157039	SPRINT/NEXTEL COMMUNICATIONS	PV-011420	65.35
157040	STAPLES ADVANTAGE	PO-300621	784.78
		PO-301557	161.17
		PO-301558	245.84
		PO-302351	28.06
		PO-302353	224.77
		PO-302395	82.20
157041	STATE BD EQUALIZATION	PV-011421	2,520.00
157042	THYSSENKRUPP ELEVATOR CORP	PO-300378	1,523.75
		PO-302232	1,444.00
		PO-302656	299.70
157043	TROXELL COMM INC	PO-300044	623.21
157044	WATERLINES TECHNOLOGIES INC	PO-300507	1,710.80
157045	CAPISTRANO CONNECTIONS ACADEMY	CM-010049	65,354.36-
		PV-011423	86,126.73
157046	OPPORTUNITY FOR LEARNING	CM-010048	2,629.86-
		PV-011422	10,927.73
157047	MOBILE MODULAR	PO-300278	610.00
157048	KIMMELL-CAMOIA, JULIE	PV-011377	147.50
157049	KOPELSON, KATHLEEN	PV-011378	153.00
157050	KROGMAN, DEBRAH	PV-011379	38.50
157051	LAIDLEY, JOANIE	PV-011380	164.50
157052	MANDERBACH, KAREN	PV-011382	106.00
157053	MANNAERT, BREE	PV-011383	156.50
157054	MCKEE, DANISE	PV-011384	134.00
157055	MENDEL, LINDA	PV-011385	154.50
157056	NAPORA, NOELLE	PV-011386	24.50
157057	NORRIS, MAUREEN	PV-011387	394.00
157058	PANNING LA BATE	PV-011381	210.00
157059	PRIMICIAS, MELISSA	PV-011388	78.00
157060	RASHIDI, AKRAM KIM	PV-011389	113.50
157061	ROGERS, MALISSA	PV-011390	4.00

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Warrant Number	Name of Payee	Reference Number	Amount
157062	SAUER, ASHLEIGH	PV-011391	185.00
157063	BRUNTON, MICHELLE	PV-011392	89.50
157064	CHUA-HOOPER, GWYNETH	PV-011393	34.50
157065	CUNNINGHAM, CHADWICK	PV-011394	70.00
157066	GELLER, DIANE	PV-011396	67.50
157067	GONZALEZ, MARTIN E	PV-011397	3.50
157068	HARVEY, LAUREN	PV-011398	117.50
157069	HERVEY, ROBIN	PV-011399	84.00
157070	JACKSON, JENNIFER	PV-011400	38.00
157071	KAROLYS, ANDREA	PV-011401	160.00
157072	MALDONADO, NORMA	PV-011403	64.50
157073	MALONE, JULIE	PV-011405	211.00
157074	MARCUS, BRUCE	PV-011404	106.00
157075	MATIENZO, NINA RIE	PV-011406	131.00
157076	MITCHELL, KAREN P	PV-011407	218.00
157077	NOON, ANDREA	PV-011402	168.00
157078	PEREZ, RICHARD	PV-011408	108.00
157079	RAFF, DEIDRE	PV-011410	177.00
157080	ROCHE, ANN	PV-011409	267.50
157081	SANTIBANEZ, ALLISON	PV-011411	26.50
157082	STIRLING, ROBERT	PV-011412	96.00
157083	THORNBURG, QUIN	PV-011413	88.50
157084	TUCKER, MARYANN	PV-011414	68.50
157085	VALENCIA, DANIELLE	PV-011415	168.00
157086	WENTZEL, KORY	PV-011416	131.50
157087	WRIGHT, RACHEL	PV-011417	47.00
157088	ELLIS, SHAWNA	PV-011418	88.00
157089	RILEY, JOLENE	PV-011419	154.00
157090	BREAKTHROUGH COACH	PO-302300	525.00
157091	C.A.S.H.	PO-301777	145.00
157092	ELIZABETH JIMENEZ DBA GEMAS	PO-301912	13,500.00
157093	ORANGE COUNTY DEPT OF EDUCATIO	PO-302136	400.00
		PO-302170	400.00
		PO-302171	400.00
		PO-302172	400.00
157094	ORANGE CTY DEPT EDUC	PO-293749	750.00
157095	SCHOOL SERVICES OF CALIF	PO-302053	570.00
157096	ACADEMIC CHESS	PV-011431	23,439.47
157097	FIT KIDS AMERICA	PV-011432	1,245.30
157098	SC BASEBALL	PV-011427	10,696.00
157099	YOUNG REMBRANDTS	PV-011429	18,801.05
157100	CALIFORNIA WEEKLY EXPLORER INC	PO-302324	1,220.00
157101	GOLD COAST HOT DOGGER TOURS	PV-011435	4,017.00
157102	GUIDED DISCOVERIES	PO-302671	4,200.00
157103	MISSION SAN JUAN CAPISTRANO	PO-302670	257.50

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Warrant Number	Name of Payee	Reference Number	Amount
157104	PALI MOUNTAIN INSTITUTE	PO-302534	8,575.00
157105	XEROX CORPORATION	PO-300250	4,404.53
		PO-300262	716.65
157106	BANUELOS, CHRISTY ANN	PV-011442	72.00
157107	BROWNE, CAROLE	PV-011441	72.00
157108	CAHILL, STEPHEN	PV-011440	286.40
157109	DALLATORRE, KARLA	PV-011439	23.25
157110	FLUENT, TERRY	PV-011445	52.50
		PV-011446	23.50
157111	HIGHTOWER, SHERLIN	PV-011443	76.36
157112	ISHII, LARSON	PV-011438	20.50
157113	LOVETT, CAMERON	PV-011436	1,599.51
157114	PATERSON, ELIZABETH	PV-011444	15.00
157115	WILMER, JAMES TREY	PV-011447	261.60
157116	WOBST, JUDY	PV-011448	81.00
157117	CITY OF SAN JUAN CAPISTRANO	PO-300467	5,434.84
157118	DAVID TAUSSIG ASSOC INC	PO-302719	30,017.09
		PO-302724	1,956.89
157119	MOULTON NIGUEL WATER	PO-300465	10,978.04
157120	SAN DIEGO GAS & ELECTRIC	PO-300464	60,102.98
157121	SANTA MARGARITA WATER	PO-300463	6,451.86
157122	SO CAL GAS CO	PO-300274	9,526.64
157123	SOUTHERN CALIFORNIA EDISON	PO-301282	50,943.44
157124	DOLINKA GROUP LLC	PO-300511	1,837.50
157125	BEGIL, MARA	PV-011542	21.50
157126	BERTINI, CARRIE	PV-011452	173.96
157127	CARDENAS, GLORIA	PV-011453	210.00
157128	FENNELL, ROBIN	PV-011455	8.80
157129	HERTZ, MADELEINE	PV-011468	29.28
157130	KISH, CATHY	PV-011465	88.00
157131	LERUM, MICHELLE	PV-011461	88.00
157132	MOE, KENNETH L	PV-011469	119.74
157133	NOLLAR, RENEE	PV-011460	223.72
157134	NORRIS, JILL	PV-011454	20.65
157135	ROBUSTELLI, LUCILLE	PV-011467	124.00
157136	SANDOVAL, YOHANA	PV-011462	146.46
157137	SNOWDEN, SAMMIE	PV-011456	108.74
		PV-011457	182.49
157138	STRICKLAND, GERRY	PV-011458	248.47
157139	TODD, MARY	PV-011459	20.95
157140	VALDEZ, ROSALIE	PV-011466	88.00
157141	YOUNG, SIAN	PV-011464	88.00
157142	ERLINGER, ANTHONY	PV-011463	82.32
157143	SIELING, TARA	PV-011451	312.86
157144	AOTA AMERICAN OCCUPATIONAL	PO-302318	55.06

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Warrant Number	Name of Payee	Reference Number	Amount
157145	ASCD	PO-302272	90.05
157146	B & H PHOTOGRAPHY	PO-301613	745.44
		PO-302426	427.31
157147	BIOMETRICS4ALL INC	PO-295634	6,995.00
157148	BRYAN EXHAUST SERVICE INC.	PO-302626	525.00
157149	CAPISTRANO GOLF CARS	PO-300428	187.85
157150	CCS PRESENTATION SYSTEMS INC	PO-302427	848.25
157151	DAWN SIGN PRESS	PO-301120	4,396.93
157152	DENAULT'S HARDWARE	PO-300405	39.04
157153	DISCOUNT OFFICE SERVICES	PO-301662	32.05
		PO-302094	142.86
157154	EDGEWOOD PRESS INC	PO-302661	788.44
		PO-302718	532.88
157155	FOLLETT EDUCATIONAL SVC	PO-301092	1,816.23
157156	FOLLETT LIBRARY RESOURCES	PO-301418	242.23
157157	FOREWORKS PUBLISHING	PO-301023	55.00
157158	GANAHL LUMBER	PO-300315	117.19
157159	HIRSCH PIPE & SUPPLY	PO-302198	874.71
157160	HITT MARKING DEVICE	PO-302355	93.92
157161	ITO NURSERY	PO-300449	271.34
157162	JIST PUBLISHING	PO-302347	420.38
157163	JOHN DEERE LANDSCAPES	PO-300451	1,926.45
157164	JOHNSTONE SUPPLY	PO-302199	8,459.83
157165	KELLY PAPER COMPANY	PO-300246	2,174.87
157166	ALBRIGHT, PHILIP & NANCY	PV-011475	20.00
157167	ALLAN, MADISON	PV-011476	74.00
157168	ALTUZARRA, TINA	PV-011477	74.00
157169	AMIRHEKMET, LEILA	PV-011478	5.00
157170	BAKER, JESSICA	PV-011479	84.00
157171	BALAGUY, AARON	PV-011480	71.00
157172	BASCIANO, KIRA	PV-011481	72.00
157173	BELL, ETHAN	PV-011482	70.00
157174	BIGGERS, CHARLENE	PV-011483	47.00
157175	BRENTLINGER, JODEE	PV-011484	38.43
157176	BRIDGES, CYNTHIA	PV-011485	84.00
157177	BROWN, MACKENZIE	PV-011486	70.00
157178	BURCIAGA, JEREMY	PV-011487	65.00
157179	COSS, EMILY	PV-011488	74.00
157180	DEGUZMAN, LINO	PV-011489	67.00
157181	DEZHANGFARD, ASHKAN	PV-011490	58.00
157182	ENGLISH, JANET	PV-011491	39.00
157183	FIGUEROA, ALEJANDRO OR YOLANDA	PV-011494	70.00
157184	GARCIA, TAMMY	PV-011498	58.00
157185	GAU, BAILEY	PV-011500	77.00
157186	HENSLIN, JILLIAN	PV-011501	74.00

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Warrant Number	Name of Payee	Reference Number	Amount
157187	HUTCHESON, CONNOR	PV-011502	38.00
157188	JOHNSON, NATALIE	PV-011503	65.00
157189	KOPEK, KEVIN	PV-011504	67.00
157190	LEONARD, MARYDALE	PV-011505	332.00
157191	COUNTY OF ORANGE	PO-302735	2,324.02
157192	COUNTY OF ORANGE	PO-302736	8,187.30
157193	COUNTY OF ORANGE	PO-302734	7,514.92
157194	COUNTY OF ORANGE	PO-302737	7,514.92
157195	ATKINSON ANDELSON LOYA	PO-301934	3,456.72
		PO-302542	1,536.48
		PO-302543	386.60
157196	BEST BEST & KRIEGER LLP	PO-301303	383.55
157197	DANNIS WOLIVER KELLEY	PO-301302	770.45
		PO-301304	5,512.03
157198	KOCE TV FOUNDATION	PO-300094	5,467.35
157199	KRANTZ, TRICIA ELIZABETH	PO-301922	1,339.20
157200	LAW OFFICES OF CAROLINE A ZUK	PO-301306	3,767.44
157201	MEET THE MASTERS	PO-300096	2,817.00
		PO-300108	2,640.50
		PO-300109	1,356.00
		PO-300133	1,658.90
		PO-300154	2,530.45
		PO-300223	1,499.57
		PO-301920	3,787.00
157202	STEIN, CHRISTINE E	PO-302037	624.00
157203	ELAINE COGGINS	PO-300513	2,400.00
157204	KRANTZ, TRICIA ELIZABETH	PO-301922	100.80
157205	LYNDA K DURAND	PO-300510	2,000.00
157206	STEIN, CHRISTINE E	PO-302037	5,616.00
157207	APPLE COMPUTER INC	PO-301255	1,300.80
		PO-301438	31.54
		PO-301440	6,504.00
		PO-301448	99,494.54
		PO-301581	1,172.97
		PO-301751	7,928.24
		PO-302629	18.60
157208	DELL MARKETING L P	PO-300755	133.10
		PO-301816	1,272.72
		PO-302002	136.92
		PO-302517	44.89
157209	ALISO AQUATICS	PV-011529	3,920.00
157210	CAMPCO	PV-011530	1,251.08
157211	CORONADO APPREL INC	PV-011528	6,580.70
157212	GRAHAM-SAFFORD, MARGARET E	PV-011531	3,790.50
157213	NEELY, EDWIN S	PV-011533	2,613.10

EXHIBIT B
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Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....12/07/2010

Warrant Number	Name of Payee	Reference Number	Amount
157214	YOGA BUNGALOW	PV-011534	403.20
157215	AMERICAN LOGISTICS COMPANY LLC	PO-301372	8,950.00
157216	CERTIFIED TRANSPORTATION	PV-011527	768.00
157217	COUNTY OF ORANGE	PO-302668	240.00
157218	GOLD COAST HOT DOGGER TOURS	PV-011525	2,008.50
157219	TRANSPORTATION CHARTER SERVICE	PV-011526	1,975.00
157220	MODERN TREE	PO-300471	3,050.00
157221	McKENDRY DOOR SALES & SERVICE	PO-300307	688.00
157222	NASCO WEST	PO-300756	330.99
		PO-300856	694.22
		PO-301192	2,091.70
		PO-301207	120.93
		PO-301993	488.55
		PO-302219	1,885.13
		PO-302250	68.43
		PV-011616	65.97
157223	OXFORD UNIV PRESS	PO-302425	1,463.34
157224	PACIFIC GO NATURAL GAS	PO-300991	12,735.64
157225	RON T SERVICES	PO-300398	165.00
157226	SO COAST DISTRIBUTING CO	PO-300399	41.98
157227	SOUTHWEST SCHOOL SUPPLY	-	
		CM-010054	105.20-
		CM-010055	15.42-
		PO-300015	484.45
		PO-300054	335.26
		PO-300059	115.18-
		PO-300103	396.14
		PO-300104	78.21
		PO-300129	19.14
		PO-300164	173.00
157228	SOUTHWEST SCHOOL SUPPLY	-	
		PO-300164	162.33
		PO-300207	419.85
		PO-300208	22.55
		PO-300553	326.20
		PO-300620	485.50
		PO-300664	35.62
		PO-300665	342.58
		PO-300668	6.44
		PO-300669	52.33

Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....12/07/2010

Warrant Number	Name of Payee	Reference Number	Amount
157229	SOUTHWEST SCHOOL SUPPLY	-	
		PO-300669	84.47
		PO-300740	85.42
		PO-300747	190.35
		PO-300748	329.58
		PO-300782	207.40
		PO-300798	179.84
157230	SOUTHWEST SCHOOL SUPPLY	-	
		PO-300798	708.03
		PO-300804	77.93
		PO-300807	569.04
		PO-300809	130.03
		PO-300810	95.75
		PO-300811	231.19
		PO-300812	157.14
		PO-300822	932.54
157231	SOUTHWEST SCHOOL SUPPLY	-	
		PO-300822	631.06
		PO-301014	136.98
		PO-301135	176.51
		PO-301238	559.97
		PO-301243	10.16
		PO-301246	4.99
		PO-301370	100.84
		PO-301407	236.27
		PO-301554	56.29
		PO-301586	111.83
		PO-301592	43.49
		PO-301622	445.54-
157232	SOUTHWEST SCHOOL SUPPLY	-	
		PO-301622	71.05
		PO-301656	481.39
		PO-301657	604.77
		PO-301658	10.02
		PO-301660	65.37
		PO-301688	189.57
		PO-301717	126.29
		PO-301734	1,940.03
157233	SOUTHWEST SCHOOL SUPPLY	-	
		PO-301734	2,915.89
		PO-301737	84.69
		PO-301738	1,141.48
		PO-301762	154.49
		PO-301804	404.21
		PO-301852	2,003.00

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Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....12/07/2010

Warrant Number	Name of Payee	Reference Number	Amount
157234	SOUTHWEST SCHOOL SUPPLY	-	
		PO-301852	221.94
		PO-301853	145.14
		PO-301870	281.01
		PO-302023	148.52
		PO-302046	1,028.28
		PO-302047	29.23
		PO-302048	32.46
		PO-302192	42.58
		PO-302255	770.49
		PO-302397	115.10
		PO-302482	88.07
		PO-302610	291.82
		PO-302746	58.81
157235	SOUTHWEST SCHOOL SUPPLY	PO-302746	125.36
157236	SPORT CHALET	PO-300784	8,240.88
157237	SPORTS FACILITIES GROUP INC	PO-300379	1,683.81
157238	TEACHERS DISCOVERY	CL-001427	88.27
157239	VERIZON WIRELESS	PO-300960	259.27
157240	VIP CLOTHING	PO-302335	441.26
157241	WAL MART COMMUNITY	PO-301001	330.21
		PO-301002	57.64
157242	YOUNGS GUIDE TO GLIDES	PO-301757	225.00
157243	WAL MART COMMUNITY	PO-300185	92.31
157244	WAL MART COMMUNITY	PO-300188	83.74
		PO-301523	147.67
		PO-301525	216.32
		PO-301526	61.31
		PO-301527	176.96
		PO-301528	177.07
157245	WAL MART COMMUNITY	PO-301524	80.27
		PO-301943	575.52
157246	CITY OF SAN JUAN CAPISTRANO	PO-300467	55,582.76
157247	COUNTY OF ORANGE-WASTE MNGT	PO-300276	1,844.55
157248	DAVID TAUSSIG ASSOC INC	PO-302719	438.19
		PO-302724	443.75
157249	SAN DIEGO GAS & ELECTRIC	PO-300464	97,350.34
157250	SO CAL GAS CO	PO-300274	3,707.69
157251	SO COAST WATER DIST	PO-300462	1,310.10
157252	SOUTHERN CALIFORNIA EDISON	PO-301282	18,628.78
157253	ACES	PO-301965	2,343.74
157254	AUTISM BEHAVIOR CONSULTANTS	PO-301966	6,036.00
157255	AUTISM SPECTRUM THERAPIES	PO-301968	1,856.25

Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....12/07/2010

Warrant Number	Name of Payee	Reference Number	Amount
157256	CENTER FOR AUTISM &	PO-301963	823.24
		PO-301964	2,240.00
		PO-302282	103.00
157257	CHILEDA	PO-301128	2,382.48
157258	CREATIVE PATHWAYS TO	PO-302152	9,000.00
157259	CROMWELL, PATRICIA	PO-301501	315.00
157260	CSBA'S PRACTI-CAL	PO-302279	2,653.14
157261	EDUCATIONAL BASED SERVICES	PO-301944	11,200.00
157262	FAMILY LIFE CENTER BODEGA	PO-300832	3,715.95
157263	FARRELL, MIN KIM AND DONALD	PO-302438	5,500.00
157264	HEAR NOW ABRAMSON AUDIOLOGY	PO-301926	3,208.75
157265	MAXIM HEALTHCARE SERVICES	PO-301346	4,278.00
157266	MCCORMACK, MARC AND/OR KRISTA	PO-301485	500.50
157267	O'CONNOR, BRENDAN & JACQUELINE	PO-301636	1,995.83
157268	OCEANVIEW SCHOOL	PO-300418	4,932.00
		PO-301962	4,720.00
157269	ORANGE COUNTY THERAPY SERVICE	PO-301887	18,720.00
157270	ORANGE CTY DEPT EDUC	PO-301638	317,672.40
157271	RAINBOW CONNECTION	PO-300861	515.00
157272	WEST SHIELD ADOLESCENT	PO-301933	140.00
157273	ZAMBRANA, GUSTAVO AND CAROL	PO-301334	1,205.00
		PO-301879	275.00
157274	ANTONIUS, LYNDA	PV-011561	59.00
157275	ARTINGER, TRACEY	PV-011562	49.00
157276	BLAND, LISA	PV-011565	42.00
157277	BUTLER, SUSAN	PV-011568	127.50
157278	COPPOLA, LUCI	PV-011570	95.50
		PV-011571	158.50
157279	EFFENBERGER, PATRICIA	PV-011572	120.00
157280	EXWORTHY, MARK	PV-011573	432.50
157281	GALLEGOS, MOLLY	PV-011575	74.50
157282	GERLING, SUSAN	PV-011576	52.00
157283	HADDY, KATHY	PV-011577	13.50
157284	KAPLAN, PAUL M	PV-011578	37.00
157285	MAGWOOD, DONNA KATHERINE	PV-011579	24.50
157286	MALDONADO, NORMA	PV-011580	50.00
157287	NASON, KIM	PV-011581	84.00
157288	PETERSON, DEBRA	PV-011582	85.50
157289	PETTEY, STEPHANIE	PV-011583	114.50
157290	PINKERTON, DAN	PV-011584	166.50
157291	RIEGERT, KAREN	PV-011585	188.50
157292	ROGERS, MALISSA	PV-011586	22.00
157293	SHAPLAND, CHERYL	PV-011587	128.50
157294	SUNICO, MA REGINA	PV-011588	75.50
157295	TAYLOR, JULIE	PV-011589	19.00

EXHIBIT B
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Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....12/07/2010

Warrant Number	Name of Payee	Reference Number	Amount
157296	WHITE, BRANDI	PV-011590	62.50
157297	WOBST, JUDY	PV-011591	20.00
157298	YOTA, DENISE	PV-011592	37.50
157299	BEAHM, BROOKE	PV-011563	71.00
157300	BROCKMAN, CARY	PV-011566	118.00
157301	BENE, CHERI	PV-011595	103.00
157302	BOLLA, BRENDA	PV-011596	87.50
157303	BRADY-NELSON, KAREN	PV-011597	194.00
157304	BRANNON, DESIREE	PV-011598	154.50
157305	BRISTOW-SHANDRO, DREW	PV-011599	158.50
157306	BRUNSON JR., LARRY W.	PV-011600	120.00
157307	DEVINCENZI, MARK	PV-011601	68.50
157308	EDEN, CRIS	PV-011602	27.00
157309	HERTZ, JANA	PV-011605	128.50
157310	HEUSER, RACHEL	PV-011606	376.50
157311	HOGBIN, RICH	PV-011607	93.50
157312	MEISSNER, ANDREA	PV-011608	246.50
157313	METTERT, LISA M	PV-011609	40.00
157314	NESTOR, GREGORY	PV-011610	128.00
157315	SHAH, RANA	PV-011611	100.00
157316	WALTERS, ELAINE	PV-011612	70.00
157317	WEINELL, CAROL	PV-011613	83.00
157318	EDEN, CRIS	PV-011603	69.00
157319	FREY, DEBORAH	PV-011604	35.00
157320	CAPISTRANO UNIFIED SCHOOL DIST	PO-300172	48,875.96
157321	A Z BUS SALES INC	PO-300963	147.03
157322	CINTAS CORP	PO-301205	67.74
157323	CINTAS FIRST AID & SAFETY	PO-300321	263.63
157324	DEPT IND RELATION/SAFETY	PO-300329	100.00
		PO-302655	350.00
157325	ELTEC REFRIGERATION	PO-302231	325.00
157326	GRAPHIC SYSTEMS	PO-300255	490.92
157327	IMAGE 2000	PO-300160	71.62
157328	IPC USA	PO-301228	64,568.14
157329	MOBILE COMM REPAIR INC	PO-301054	720.64
157330	PRUDENTIAL OVERALL SUP	PO-300256	76.89

Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting....12/07/2010

Warrant Number	Name of Payee	Reference Number	Amount
157331	STAPLES ADVANTAGE	PO-300267	43.20
		PO-300548	230.66
		PO-300557	268.39
		PO-300720	1,354.17
		PO-300793	55.30
		PO-300816	646.78
		PO-301371	71.04
		PO-301553	445.46
		PO-301558	128.26
		PO-301661	536.65
157332	W W GRAINGER INC	-	
		PO-300600	31,112.96
157333	W W GRAINGER INC	PO-300600	4,658.95
157334	WATERLINES TECHNOLOGIES INC	PO-300507	2,283.13
157335	WAXIE	PO-300400	175.00
157336	STAPLES ADVANTAGE	PO-301187	259.49
157337	STAPLES ADVANTAGE	PO-301185	230.44
157338	A Z BUS SALES INC	PO-300963	1,571.87
157339	ADVANTAGE RADIATOR	PO-300713	80.90
157340	ALISO VIEJO AUTO SERVICE	PO-300970	4,343.90
157341	ARAMARK UNIFORM SERVICE	PO-300961	769.48
157342	BADEN SPORTS INC	PO-302492	193.29
157343	BATTERIES PLUS	PO-300332	596.82
157344	BEE MAN	PO-300392	310.00
157345	BETTER BUSINESS RECORDS	PO-300337	26.34
157346	BLAIRS TOWING	PO-302104	687.50
157347	CAESAR'S APPLIANCE	PO-300317	190.05
157348	CAL-STATE AUTO PARTS INC	PO-300965	1,652.51
157349	CHEVROLET OF IRVINE	PO-301231	567.54
157350	DHARMA TRADING CO	PO-302667	666.07
157351	DISCOUNT OFFICE SERVICES	PO-301609	30.43
157352	DIVERSIFIED METAL FABRICATORS	PO-302127	873.00
157353	DUNN-EDWARDS CORP	PO-300330	7,397.43
157354	ECOLOGY TIRE	PO-300709	217.50
157355	FACTORY MOTOR PARTS	PO-300969	1,075.37
157356	FLEET SERVICE SPECIALIST LLC	PO-300972	823.20
		PO-302278	11,856.27
157357	FLINN SCIENTIFIC INC	PO-302182	145.42
157358	FOLLETT LIBRARY RESOURCES	PO-301430	124.43
157359	FREESTYLE PHOTO SUPPLIES	PO-302227	2,068.27
157360	FREEWAY AUTO SUPPLY & MACHINE	PO-302059	355.21
157361	JOHNSTONE SUPPLY	PO-302199	2,182.75
157362	KELLY PAPER COMPANY	PO-300246	176.54
157363	LAWNMOWERS ETC	PO-300452	208.81

Board of Trustees Warrant Listing
===== Fiscal Year: 2010-11 =====
Board of Trustees Meeting.....12/07/2010

Warrant Number	Name of Payee	Reference Number	Amount
157364	HEADSETS.COM	PO-302458	139.09
		PO-302459	304.39
		PO-302460	521.89
157365	ART MASTERS INC	PO-301433	1,756.00
157366	CROSS COUNTRY EDUCATION	PO-302537	1,183.00
157367	DELL MARKETING L P	PO-301972	5,975.64
		PO-302551	12,672.51
157368	HILTON GARDEN INN ST GEORGE	PO-302799	156.10
157369	MEET THE MASTERS	PO-300757	3,014.62
		PO-301918	4,677.79
157370	MELISSA KOBÄ	PO-302419	175.00
157371	NvLS PROFESSIONAL SERVICES LLC	PO-301621	9,000.00
157372	T DAVIS & ASSOCIATES INC	PO-300095	2,916.66
157373	TEENNOW CALIFORNIA	PO-302163	80.00
		PO-302164	175.00
157374	VAVRINEK TRINE DAY & CO LLP	PO-302501	9,852.25
157375	YMCA OF ORANGE COUNTY	PO-301455	8,522.28
157376	DELL MARKETING L P	PO-302003	909.23
157377	CALIFORNIA WEEKLY EXPLORER INC	PO-302323	1,670.00
157378	CENTENNIAL HERITAGE MUSEUM	PO-302810	578.00
157379	TANAKA FARM & PUMPKIN PATCH	PO-302306	1,860.00
157380	XEROX CORPORATION	PO-302330	39.05
157381	BROWN, SUSAN	PV-011618	279.00
157382	BRUNSON JR., LARRY W.	PV-011621	27.00
157383	BYERS, VICKI	PV-011622	60.00
157384	DUARTE, GEORGE	PV-011619	237.63
157385	JOHNSON, CONSTANCE	PV-011620	327.00
157386	ROECK, STACY	PV-011623	329.00
157387	SLIPAKOFF, ROBIN	PV-011617	114.00
157388	WOBST, JUDY	PV-011625	63.00
157389	YOGI, STACY	PV-011626	502.90
157390	POTTER, BARBARA	PV-011627	623.70
157391	TRUBODY HEALTH	PV-011628	646.80
157392	VERMEULEN, DONALD	PV-011624	606.81
762 Warrants			\$7,783,952.46

EXHIBIT B
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**Capistrano Unified School District
Bids/Contracts**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 0708-21 Grocery Products	5/12/2008
A&R Wholesale Distributors, Inc.	Bid No. 0708-24 Snack and Beverage Products	5/12/2008
Achieve! Data Solutions, LLC	RFP No. 7-0708 Instructional Student Assessment Data Management System	2/11/2008
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
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-03-40-0291K, Cisco Products	5/11/2010
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
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
Ben's Asphalt, Inc.	Bid No. 1011-01 Asphalt Paving, Sealcoating and Repair	6/15/2010
Bergman & Dacey, Inc.	RFQ No. 10-0809 General Legal Services	12/15/2009
Berkeley Street Beverage Company	Bid No. 0708-23 Frozen Beverage Service	6/16/2008
Best Best & Kreiger	RFQ No. 10-0809 General Legal Services	12/15/2009
Blue Bird Corporation	Waterford USD School Bus Bid	12/11/2006
Bowie, Arneson, Wiles, and Giannone	RFQ No. 10-0809 General Legal Services	6/15/2010
California Western Visuals, Inc.	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
Certified Transportation Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Commercial Fence & Iron Works, Inc.	Bid No. 0708-04 Fencing Materials, Repair, and Installation	6/25/2007
Concepts School and Office Furnishings	Newport-Mesa USD Bid No. 106-10, School and Office Furniture	8/10/2010
Culver-Newlin, Inc.	Newport-Mesa USD Bid No. 106-10, School and Office Furniture	8/10/2010
D&D Security Resources, Inc.	Bid No. 0809-09 Audio Visual Equipment	6/22/2009
Dannis Woliver Kelley (DWK)	RFQ No. 10-0809 General Legal Services	12/15/2009
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Castaneda Distributing, Inc.	Bid No. 0910-06 Bakery Products	8/11/2009
David Taussig & Associates, Inc.	RFP No. 5-0708 Special Tax Consulting Services for Public Financing	4/21/2008

**Capistrano Unified School District
Bids/Contracts**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
De La Rosa & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
Edenco, Inc.	RFQ/P No. 2-1011, Construction Manager/District Representative	9/28/2010
ePoly Star, Inc.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
Fusionstorm	California Multiple Award Schedule Contract No. 3-10-70-2039d, Cisco Auto Distribution, Internet Encryption and Firewall, LanWan Wireless Network, Network Component	10/12/2010
Gilbert & Stearns, Inc.	Bid No. 1011-02 Electrical Service	6/29/2010
Gold Star Foods	Bid No. 1011-05 Frozen Food Products	3/10/2008
Gold Star Foods	Bid No. 0708-21 Grocery Products	5/12/2008
Grainger Industrial Supply	Western States Contracting Alliance Bid No. 7066 - Industrial Supplies & Equipment, Lighting Products, Janitorial Supplies and Equipment	5/11/2010
Harbottle Law Group	RFQ No. 10-0809 General Legal Services	12/15/2009
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
Hot Dogger Tours, Inc. dba Gold Coast Tours	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
IPC (USA), Inc.	Multi-District Cooperative Bid No. 114-10, Fuel (Gasoline and Diesel)	7/13/2010
JFK Transportation, Co., Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
Johnstone Supply, Inc.	County of Orange Bid No. EFZ0000087, Air Conditioning, Refrigeration Equipment, Parts and Supplies	4/13/2010
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
Law Office of Caroline Zuk	RFQ No. 10-0809 General Legal Services	12/15/2009
LPA, Inc.	RFP No. 2-0506 Architectural Services	10/16/2006
Network Hardware Resale, Inc.	U.S. General Services Administration Contract No. GS-35F-0717R, Pre-Owned and Refurbished Cisco Systems Networking Equipment	11/9/2010

**EXHIBIT C
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**Capistrano Unified School District
Bids/Contracts**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
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
Orbach, Huff & Suarez LLP	RFQ No. 10-0809 General Legal Services	12/15/2009
P&R Paper Supply Co.	Bid No. 0809-11 Paper and Plastic Products for Food and Nutrition Services	6/8/2009
P&R Paper Supply Co.	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
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
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Paul C. Miller Construction Co., Inc.	Bid No. 0809-13 Dana Hills High School Gymnasium Modrnization - Gymnasium Floor and Bleacher Replacement	5/11/2010
Piper Jaffrey & Co.	RFQ No. 5-0910 Underwriter Services	12/15/2009
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
Quint & Thimmig LLP	RFQ No. 10-0809 General Legal Services	12/15/2009
Refrigeration Supplies Distributors dba RSD	County of Orange Bid No. EFZ0000087, Air Conditioning, Refrigeration Equipment, Parts and Supplies	4/13/2010
Roadways International, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
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
Silver Creek Industries, Inc.	San Gabriel USD Bid No. 16-04/05, Purchase, Installation and Transfer of DSA Approved Classroom Buildings	4/13/2010
Solag/CR&R, Inc.	Bid No. 0607-05 Service to Collect, Recycle & Dispose of Solid Waste Districtwide	7/11/2006
Southern California Gray Line	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
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

**EXHIBIT C
(3 of 4)**

**Capistrano Unified School District
Bids/Contracts**

VENDOR	BID NO. / BID TITLE	BOARD APPROVAL DATE
Staples Advantage	County of Orange Master Agreement No. MA-017-10011795 - Office Supplies	9/14/2010
Stone & Youngberg, LLC	RFQ No. 5-0910 Underwriter Services	12/15/2009
Stradling Yocca Carlson & Rauth	RFQ No. 10-0809 General Legal Services	12/15/2009
Sysco Food Services of L.A.	Bid No. 0708-21 Grocery Products	5/12/2008
Tandus Flooring, Inc.	Bid No. 0708-05 Flooring Materials and Installation	6/25/2007
Transportation Charter Services, Inc.	Bid No. 1011-07 Co-Curricular Bus Service	11/9/2010
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
Waterline Technologies, Inc.	Los Angeles USD Bid No. IFB C-1030, Purchase of Swimming Pool Chemicals	3/9/2010
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Western States Contracting Alliance (WSCA) Bid No. 7-09-79-02 - Janitorial Supplies	9/14/2010
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	Bid No. 0809-04 Custodial Supplies - Paper Products, Liners and Lamps	12/8/2008
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	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox Products	6/15/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **DONATION OF FUNDS/EQUIPMENT**

BACKGROUND INFORMATION

Board Policy 3290 requires any grant or bequest made to the 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 listed under the 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 \$253,349.68 for District schools and will be reflected in the appropriate accounts in the 2010-2011 budget.

STAFF RECOMMENDATION

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

<u>DONATED BY</u>	<u>AMOUNT</u>	<u>PURPOSE</u>	<u>SCHOOL</u>
Orange County United Way	168.49	instructional supplies	Ambuehl
David Robertson	0.00	an iMac computer	Arroyo Vista
Michele Elkin-Soble	0.00	an iMac computer	Arroyo Vista
John Vaskovich	0.00	an iMac computer	Arroyo Vista
Screamin' Coupons, Inc.	157.01	miscellaneous supplies	Arroyo Vista
Renaissance Club Sport	185.00	instructional supplies	Don Juan Avila
Mitchell & Helena Cannady	1,560.00	Reading Counts program	Don Juan Avila
Anonymous	100.00	classroom supplies	Don Juan Avila
DJAES PTA	8,290.00	field trips/assemblies	Don Juan Avila
Barcelona Hills PTA	1,077.00	the Art Masters program	Barcelona Hills
Barcelona Hills PTA	15,000.00	the primary music program	Barcelona Hills
Bathgate Elem. School PTA	6,147.00	field trips	Bathgate
Bathgate Elem. School Foundation	20,000.00	music lessons	Bathgate
The Beal Family	0.00	tether balls w/ ropes	Truman Benedict
Truman Benedict PTA	1,622.55	projection screens	Truman Benedict
Truman Benedict PTA	700.00	Scholastic Reading Counts	Truman Benedict
Bergeson Foundation	1,166.00	science camp teachers' stipends	Bergeson

Donation of Funds/Equipment

December 7, 2010

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Edison International	283.20	miscellaneous supplies	Canyon Vista
Canyon Vista PTA	454.91	printing expenses	Canyon Vista
Ladera Ranch Ed. Foundation	20,000.00	primary music teacher	Chaparral
Crown Valley PTA	1,500.00	transportation	Crown Valley
RH Dana Elementary PTA	1,356.00	the Meet the Masters program	R. H. Dana
L.A. Bridal & Kids	160.00	science camp transportation	Kinoshita
Screamin' Coupons, Inc.	224.78	technology	Ladera Ranch Elementary
Ladera Ranch Ed. Foundation	35,021.38	the music program	Ladera Ranch Elementary
Ladera Ranch Ed. Foundation	461.86	technology	Ladera Ranch Elementary
Ming Shieh & Christina Lin	100.00	the music program	Ladera Ranch Elementary
LNES PTA	1,155.00	3rd grade field trip	Laguna Niguel Elementary
Las Flores Elem. PTA	694.00	1st grade field trip	Las Flores Elementary
Kroger	1,521.07	miscellaneous supplies	Las Palmas Elementary
Malcom PTA	4,210.00	the JiJi math program	John Malcom Elementary
Malcom PTA	10,000.00	the primary music program	John Malcom Elementary
Friends of Malcom	31,393.00	instructional assistants	John Malcom Elementary
Malcom PTA	1,809.82	classroom periodicals	John Malcom Elementary
Marblehead PTA	2,357.00	the Art Masters program	Marblehead
Shane Glass	0.00	furniture	Moulton
Mr. Igor Krjenitski	3,100.00	an instructional aide	Moulton
Oak Grove PTA	3,911.99	projectors	Oak Grove
Christopher Adams	0.00	two 20" LG monitors	Palisades
Christopher Adams	0.00	two Dell flat screen monitors	Palisades
Target	179.23	miscellaneous supplies	Palisades
Wells Fargo Foundation	1,000.00	miscellaneous supplies	San Juan Elementary
Div. 42 CRTA of OC	200.00	library books	San Juan Elementary
Lina Perez	100.00	miscellaneous supplies	San Juan Elementary
San Juan Elementary PTA	2,500.00	field trips	San Juan Elementary
Tijeras Creek PTA	1,335.00	Imagination Machine assembly	Tijeras Creek
Tijeras Creek PTA	8,000.00	Skyhawks	Tijeras Creek
Tijeras Creek PTA	1,700.00	2nd grade field trip	Tijeras Creek
Tijeras Creek PTA	2,620.00	the Meet the Masters program	Tijeras Creek
Tijeras Creek PTA	1,310.00	Walk through CA assembly	Tijeras Creek
Tijeras Creek PTA	10,000.00	the music program	Tijeras Creek
Viejo Elementary PTA	2,321.00	the Art Masters program	Viejo Elementary
Malachied, Inc.	525.00	Breakthrough Coaching	Vista del Mar
VDM PTA	3,860.00	the Meet the Masters program	Vista del Mar
Wagon Wheel PTA	152.20	miscellaneous supplies	Wagon Wheel
Lapp Family-Kinder Program	5,000.00	kindergarten music program	Wagon Wheel
Wagon Wheel PTA	855.00	subs for teacher training	Wagon Wheel
Simonson Photography, Inc.	500.00	miscellaneous supplies	George White
George White PTA	20,000.00	the primary music program	George White
Renaissance Club Sport	185.00	miscellaneous supplies	Wood Canyon
Amy Litchfield	100.00	Las Palmas Learning Link	School Readiness
Mahbuba Akhter	100.00	Las Palmas Learning Link	School Readiness
Maribel Solis	100.00	Las Palmas Learning Link	School Readiness
Magdali Gonzalez	100.00	San Juan Learning Link	School Readiness
Christine Myers	100.00	San Juan Learning Link	School Readiness
Karen Robinson	100.00	San Juan Learning Link	School Readiness
Michelle Perez	100.00	San Juan Learning Link	School Readiness
Martha Bolanos	100.00	San Juan Learning Link	School Readiness
Aura Rosgen	100.00	San Juan Learning Link	School Readiness
Gloria Ayala	100.00	San Juan Learning Link	School Readiness
Kana Kasavan	100.00	San Juan Learning Link	School Readiness
Exxon Mobile Corp.	750.00	Educational Alliance program	DJAMS

Donation of Funds/Equipment

December 7, 2010

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Screamin' Coupons, Inc.	277.77	technology	Bernice Ayer
Ladera Ranch Middle School PTA	3,553.00	SchoolLoop	LRMS
Ladera Ranch Middle School PTA	6,630.46	projectors and computers	LRMS
Barnes & Noble	174.41	miscellaneous supplies	Newhart
Mr. Brad Robitaille	490.00	miscellaneous supplies	Newhart
Niguel Hills Boosters	1,696.50	four document cameras	Niguel Hills
Niguel Hills Boosters	448.05	refurbishing a computer	Niguel Hills

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **CONSULTING AGREEMENT, SUPPLEMENTAL EDUCATIONAL
TUTORING SERVICES – 100% LEARNING FUN CENTER**

BACKGROUND INFORMATION

Consulting agreements have been processed in accordance with the rules and regulations of the Board of Trustees (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California. The District is required to provide tutoring services to students at designated Program Improvement sites as outlined in the No Child Left Behind legislation.

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached consulting agreement for supplemental educational tutoring services to CUSD students – 100% Learning Fun Center (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$60.00 per hour
Funding Source: Title I

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for supplemental educational tutoring services – 100% Learning Fun Center.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and 100% Learning Fun Center hereinafter referred to as "CONTRACTOR".

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

WHEREAS, DISTRICT is in need of such special services and advice; and

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

NOW THEREFORE, the parties agree as follows:

1. Services to be provided by CONTRACTOR: Supplemental educational tutoring services (SES) for CUSD students.

2. Term: CONTRACTOR shall commence providing services under this AGREEMENT on December 8, 2010, and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it 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.

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

19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal services 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. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

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

CONTRACTOR:

100% Learning Fun Center
100 S. Hope Street #103
Los Angeles, CA 90015

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

CONTRACTOR'S NAME: 100% Learning Fun Center CONTRACT No. I1011091

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

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Services to be Provided by Consultant</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 8th DAY OF December, 2010.

Capistrano Unified School District
Name of District

100% Learning Fun Center
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

December 7, 2010
Board Approval Date

Taxpayer Identification Number



100 Percent Learning Fun Center
1100 S. Hope St., Ste. 103
Los Angeles, CA 90015

T. 310.928.1037
F. 800.381.1676

Fee Schedule

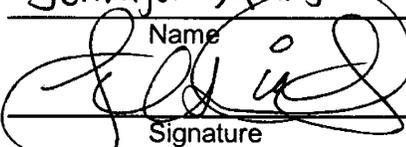
Tutoring	Fee
In home	\$60.00 p/hr
Library	\$60.00 p/hr
Small Group	\$60.00 p/hr
Large Group	\$60.00 p/hr

Description of Services:

100 Percent Learning Fun Center offers an exciting tutorial program designed to motivate students who are in need of academic assistance in making an easy transition to the next level. Our program promotes self-esteem and confidence building, creating better study habits, and most importantly establishing academic goals and following through with major academic improvement. 100% LFC realizes that students attend school full-time, therefore we provide a fun learning environment before or after school, wherein students can enjoy themselves and be rewarded. We provide tutoring in Reading and Language Arts, Mathematics, Science and English Language Learning for students in grades Kinder -12. Our "worry free" guarantee ensures that students will meet their academic goals otherwise we will continue to tutor the student. Families enrolled in our program are continuously notified of their student's progress.

Term of Contract: 09/01/2010-05/31/2010

Jennifer Arias

Name


Signature

Program Director

Title
09/08/2010

Date

**Services to Be Provided By Consultant
2010-11**

1. CONSULTANT shall submit a Student Learning Plan (SLP) for each student served. The SLP will include specific, measurable, achievement goals for each student that are based on the State of California Content Standards. CONSULTANT will identify the instruments that will be used to measure the student's progress toward meeting these goals. The SLP must be signed by the student's parent, a school representative and the CONSULTANT, showing that parties are in agreement as to the goals and objectives for that student.
2. CONSULTANT shall provide one copy of a mid-session and final session written attendance/ progress report. CONSULTANT shall also provide a copy of this report to the student's parents. If requested by the parent, such reports shall be translated into the student's home language, to the extent deemed possible by the CONSULTANT. The attendance/progress report must be signed at the completion of each SES session by the parent in order to verify attendance.
3. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
4. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **CONSULTING AGREEMENT, SUPPLEMENTAL EDUCATIONAL
TUTORING SERVICES – L.E.A.P.S. LEARNING SERVICES**

BACKGROUND INFORMATION

Consulting agreements have been processed in accordance with the rules and regulations of the Board of Trustees (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California. The District is required to provide tutoring services to students at designated Program Improvement sites as outlined in the No Child Left Behind legislation.

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached consulting agreement for supplemental educational tutoring services to CUSD students – L.E.A.P.S. Learning Services (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$50.00 per hour
Funding Source: Title I

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for supplemental educational tutoring services – L.E.A.P.S. Learning Services.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and L.E.A.P.S. Learning Services hereinafter referred to as "CONTRACTOR".

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

WHEREAS, DISTRICT is in need of such special services and advice; and

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental educational tutoring services (SES) for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 8, 2010, and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it 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.

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

19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal services 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. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

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

CONTRACTOR:

L.E.A.P.S. Learning Services
2377 W. Foothill Blvd. #11
Upland, CA 91786

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

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

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Services to be Provided by Consultant</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 8th DAY OF December, 2010.

Capistrano Unified School District
Name of District

L.E.A.P.S. Learning Services
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

December 7, 2010
Board Approval Date

Taxpayer Identification Number

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER

Individual Services Agreement 2010-2011

Provider: L.E.A.P.S. Learning Services

A. FUNDING AND RELATED COSTS

- What are the per-hour per-student costs for services? (There must be ONE hourly rate for services ONLY) (If the per-pupil rate for services increases or decreases, the IUSD will allow providers to amend their hourly rate or number of hours to reflect the changes).

The hourly rate is 50.00 an hour.

- How frequently will students receive service? **For how many hours in total and how long a period in total during each session, include ONLY the number of hours that will be paid for by the IUSD under SES – do not include any “free” hours.** (If the per-pupil rate for services increases or decreases, the IUSD reserves the right, at its sole discretion, to increase or decrease the rate and/or number of hours to reflect the changes).

The students will receive sessions 2-3 times a week, for about 1-2 hours each session. Our total hours will be 30.

- Where will services be delivered? (List **all** sites if individual franchises/clubs, etc. are involved.)
At the school site and in the student’s home
- What is the **absolute** maximum number of students provider is able to serve?
3,000
- Does this cost include all services and all equipment necessary to access the services?
All cost is included in the services
- Is transportation to a site necessary? If so, to where, how far from schools?
No
- What type of transportation is being provided?
None
- What will be needed for students to access the services (i.e., computer access - what kind, necessary hook ups, internet access, specialized equipment, etc.)?

developing effective working relationships with parents/guardians, collaboration, conflict resolution, and teaching English Language Learners. In addition to the initial training, tutors receive ongoing training in our monthly meetings, based upon tutor feedback and students' greatest areas of need.

- What is the delivery mode for the service (i.e.: 1 to 1 tutoring, small group Instruction, computer-based lessons etc.)?

It is individual 1 on 1 tutoring and small group (up to 1 to 5).

Describe the general program of instruction to be provided to students including the materials to be used with the students.

1 on 1 & small group instruction. Our general program is supplemental tutorial services in ELA or Math. We utilize all Continental Press materials and curriculum.

- For Special Education students, how will the provider ensure that supplemental Services provided for the student are consistent with the student's Individual Education Plan (IEP), there is disability access and that any accommodations necessary are made?

Our SLP are aligned with the students IEP . We make sure that we coordinate with teachers and parents to make sure we are aligning our program with the students IEP.

- For English Learner students, how will the provider ensure that there is primary language support provided for the student?

We will provide a bilingual tutor and utilize the extension pack for EL, using the Frank Schaffer, Spectrum Learning Curriculum. We offer a point system for all incentives and at the middle and end of the program, students can purchase items with the points.

Fully explain any "incentive" program used within your program to encourage students to reach achievement and/or attendance levels. List the levels to be reached by the student and the specific incentive and the monetary value of each incentive (a limit of no more than \$5.00 per incentive per child or \$50.00 in aggregate) for each level attained. This includes pizza parties, material items, gift certificates, field trips, etc.

Our incentive program is based on a point system. The student is able to redeem points in every session, up to five points. The students are rewarded for good behavior, answering questions, getting proficient scores on quizzes, good report cards and a well marked paper or progress report from the school day teacher. The student is able to redeem prizes from our leaps log, after every five

student in the session. At the end of the month the report is combined and sent to the parents and the attending school of the student.

- How does the provider monitor and report student attendance? What procedures will be in place to notify parents, the school, and the Special Projects Office should students fail to attend?

We monitor and report student attendance utilizing the OASES system. Our tutors are instructed to input the hours into the system daily and get a parent signature as proof that the services were rendered. A SES Manager will review the attendance report and verify the serviced hours and approve the attendance hours. This method enables us to know the students that are attending the sessions and not attending. The procedures in place are the following: 1. We allow the students to miss one session, 2. We contact the parents and inform them about the missed sessions, 3. We schedule a meeting with the student and parents. The information that we discuss in the meeting with the parents and the student(s) will be written out for the district and we will discuss the next steps.

- How will provider communicate the required complaint procedures to parents?

During our initial meeting, we will inform our parents about the Uniform Complaint Procedures.

(Copies of these procedures as well as Child Abuse and Missing Children Reporting Procedures were to be submitted to IUSD during contract process.)

Responses to the above referenced questions must be fully responsive, detailed and complete. All responses shall be incorporated by reference into this Individual Services Agreement (ISA) and the Supplemental Service Provider Master Contract and attached to the ISA as "Attachment D".

Prepared by: Erika Banuelos Title: Manager

Signature: _____ Date: _____

Approved by: _____ Title: _____

Signature: _____ Date: _____

**Services to Be Provided By Consultant
2010-11**

1. CONSULTANT shall submit a Student Learning Plan (SLP) for each student served. The SLP will include specific, measurable, achievement goals for each student that are based on the State of California Content Standards. CONSULTANT will identify the instruments that will be used to measure the student's progress toward meeting these goals. The SLP must be signed by the student's parent, a school representative and the CONSULTANT, showing that parties are in agreement as to the goals and objectives for that student.
2. CONSULTANT shall provide one copy of a mid-session and final session written attendance/ progress report. CONSULTANT shall also provide a copy of this report to the student's parents. If requested by the parent, such reports shall be translated into the student's home language, to the extent deemed possible by the CONSULTANT. The attendance/progress report must be signed at the completion of each SES session by the parent in order to verify attendance.
3. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
4. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **CONSULTING AGREEMENT, SUPPLEMENTAL EDUCATIONAL
TUTORING SERVICES – UROK LEARNING INSTITUTE**

BACKGROUND INFORMATION

Consulting agreements have been processed in accordance with the rules and regulations of the Board of Trustees (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California. The District is required to provide tutoring services to students at designated Program Improvement sites as outlined in the No Child Left Behind legislation.

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached consulting agreement for supplemental educational tutoring services to CUSD students – UROK Learning Institute (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$45.00 per hour
Funding Source: Title I

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for supplemental educational tutoring services – UROK Learning Institute.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and UROK Learning Institute hereinafter referred to as "CONTRACTOR".

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

WHEREAS, DISTRICT is in need of such special services and advice; and

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

NOW THEREFORE, the parties agree as follows:

1. Services to be provided by CONTRACTOR: Supplemental educational tutoring services (SES) for CUSD students.

2. Term: CONTRACTOR shall commence providing services under this AGREEMENT on December 8, 2010, and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: _____
District to issue purchase orders for each assignment per fee schedule (Exhibit A) _____.

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: N/A _____.

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it 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.

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

19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal services 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. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

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

CONTRACTOR:

UROK Learning Institute
4283 El Cajon Blvd. #200
San Diego, CA 92105

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

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

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

- | | | |
|------------|---|--|
| a. Exhibit | A | <u>Fee Schedule</u> |
| b. Exhibit | B | <u>Services to be Provided by Consultant</u> |
| c. Exhibit | C | <u>N/A</u> |

THIS AGREEMENT IS ENTERED INTO THIS 8th DAY OF December, 2010.

Capistrano Unified School District
Name of District

UROK Learning Institute
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

December 7, 2010
Board Approval Date

Taxpayer Identification Number



Los Angeles Office, 2677 Zoe Ave. 2nd Floor Suite 217, Huntington Park, California 90255
Phone: 323-588-8555, toll-free 1-877-358-9999, FAX: 323-588-8838

Fee Schedule for Advanced Reading Solutions LLC 'dba' UROK Learning Institute

Hourly Rate: \$45.00 per hour

Tutor/Student Ratio: 1:1 up to 1:3 (small group), per parent request

Note: Parents will choose whether they want individualized services or small group services (most parents will choose 1:1).

Signature 
Date 10/14/10

**Services to Be Provided By Consultant
2010-11**

1. CONSULTANT shall submit a Student Learning Plan (SLP) for each student served. The SLP will include specific, measurable, achievement goals for each student that are based on the State of California Content Standards. CONSULTANT will identify the instruments that will be used to measure the student's progress toward meeting these goals. The SLP must be signed by the student's parent, a school representative and the CONSULTANT, showing that parties are in agreement as to the goals and objectives for that student.
2. CONSULTANT shall provide one copy of a mid-session and final session written attendance/ progress report. CONSULTANT shall also provide a copy of this report to the student's parents. If requested by the parent, such reports shall be translated into the student's home language, to the extent deemed possible by the CONSULTANT. The attendance/progress report must be signed at the completion of each SES session by the parent in order to verify attendance.
3. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
4. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **CONSULTING AGREEMENT, SUPPLEMENTAL EDUCATIONAL
TUTORING SERVICES – MATHNASIUM OF SAN CLEMENTE**

BACKGROUND INFORMATION

Consulting agreements have been processed in accordance with the rules and regulations of the Board of Trustees (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California. The District is required to provide tutoring services to students at designated Program Improvement sites as outlined in the No Child Left Behind legislation.

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached consulting agreement for supplemental educational tutoring services to CUSD students – Mathnasium of San Clemente (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$62.50 per hour
Funding Source: Title I

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for supplemental educational tutoring services – Mathnasium of San Clemente.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Mathnasium of San Clemente hereinafter referred to as "CONTRACTOR".

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

WHEREAS, DISTRICT is in need of such special services and advice; and

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

NOW THEREFORE, the parties agree as follows:

1. Services to be provided by CONTRACTOR: Supplemental educational tutoring services (SES) for CUSD students.

2. Term: CONTRACTOR shall commence providing services under this AGREEMENT on December 8, 2010, and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it 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.

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

19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal services 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. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

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

CONTRACTOR:

Mathnasium of San Clemente
2919 Canto de los Ciervos
San Clemente, CA 92673

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

CONTRACTOR'S NAME: Mathnasium of San Clemente CONTRACT No. I1011088

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

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

- | | | |
|------------|---|--|
| a. Exhibit | A | <u>Fee Schedule</u> |
| b. Exhibit | B | <u>Services to be Provided by Consultant</u> |
| c. Exhibit | C | <u>N/A</u> |

THIS AGREEMENT IS ENTERED INTO THIS 8th DAY OF December, 2010.

Capistrano Unified School District
Name of District

Mathnasium of San Clemente
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

December 7, 2010
Board Approval Date

Taxpayer Identification Number

Name and Address of Authorized Representative of company

Name: Kapil C. Mathur
Title: President
Company: Spectrum Solutions LLC DBA Mathnasium San Clemente
Address: 1051 Avenida Pico, Suite A, San Clemente, CA 92673
Phone: 949-481-6284
Email: sanclemente@mathnasium.com

Hourly rate for instruction

Our hourly rate is \$62.50.

Student to Tutor Ratio

1-to-1

1-to-4

**Services to Be Provided By Consultant
2010-11**

1. CONSULTANT shall submit a Student Learning Plan (SLP) for each student served. The SLP will include specific, measurable, achievement goals for each student that are based on the State of California Content Standards. CONSULTANT will identify the instruments that will be used to measure the student's progress toward meeting these goals. The SLP must be signed by the student's parent, a school representative and the CONSULTANT, showing that parties are in agreement as to the goals and objectives for that student.
2. CONSULTANT shall provide one copy of a mid-session and final session written attendance/ progress report. CONSULTANT shall also provide a copy of this report to the student's parents. If requested by the parent, such reports shall be translated into the student's home language, to the extent deemed possible by the CONSULTANT. The attendance/progress report must be signed at the completion of each SES session by the parent in order to verify attendance.
3. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
4. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT, SUPPLEMENTAL EDUCATIONAL
TUTORING SERVICES – ULTIMATE SUCCESS LEARNING
PROGRAM**

BACKGROUND INFORMATION

Consulting agreements have been processed in accordance with the rules and regulations of the Board of Trustees (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California. The District is required to provide tutoring services to students at designated Program Improvement sites as outlined in the No Child Left Behind legislation.

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached consulting agreement for supplemental educational tutoring services to CUSD students – Ultimate Success Learning Program (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$55.00 per hour
Funding Source: Title I

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for supplemental educational tutoring services – Ultimate Success Learning Program.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Ultimate Success Learning Program hereinafter referred to as "CONTRACTOR".

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

WHEREAS, DISTRICT is in need of such special services and advice; and

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental educational tutoring services (SES) for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 8, 2010, and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

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to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it 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.

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

19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal services 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. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

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

CONTRACTOR:

Ultimate Success Learning Program
453 South Spring St. #839
Los Angeles, CA 90013

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

CONTRACTOR'S NAME: Ultimate Success Learning Program CONTRACT No. I1011089

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

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Services to be Provided by Consultant</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 8th DAY OF December, 2010.

Capistrano Unified School District
Name of District

Ultimate Success Learning Program
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

December 7, 2010
Board Approval Date

Taxpayer Identification Number

Capistrano Unified School District
SUPPLEMENTAL EDUCATIONAL SERVICES
PROVIDER'S INFORMATION

Name of Provider:	Ultimate Success Learning Program	Email Address:	Cynthia@uslptutoring.com
LOCAL Contact Person:	Cynthia Valenzuela	Address:	453 South Spring St #839, Los Angeles, CA 90013
		Phone:	888-811-8757

PROVIDER INFORMATION

Description of Services Provided:

Ultimate Success Learning Program offers highly effective one-on-one and small group tutorial instruction in the convenience of your own home, library, center or school which focuses on academic improvement and building confidence. We offer a powerful tutoring program comprised of highly educated instructors who cultivate academic minds through the power of one-on-one interaction with the students.

Tutor's Required Qualifications:

We hire State certified teachers; college graduates and Undergraduate college students (must have 60+ units of core college credit in order to become tutors with USLP).

Describe where services will take place (i.e., student's home, public library, provider's office, school site):

Tutoring will take place at the student's home, public library or school site.

Describe specific resources that will be utilized to serve English Learners and students with disabilities:

Students with disabilities will receive modifications as needed. The modifications will include (but are not limited too): (1) We will make sure that we have tutors that can accommodate student disabilities such as: ADD, ADHD, Sign Language, Braille, etc (2) Tutors will grade assignments with students correcting mistakes together (3) Tutors will complete portions of assignments to ensure understanding (4) Tutors will pace to shorten or lengthen assignments for students, who have struggled to grasp a concept or, for students who quickly grasp a concept respectively. Similarly the necessary accommodations will also be made if needed, these accommodations include but are not limited to: (1) Presenting information in various formats (hands on, technology or written) and (2) Allowing extra time to complete and review completed work. Our staff is bilingual in English and Spanish.

USLP will outreach to English Learners, both by communicating in their native languages as well as offering bilingual outreach letters and conducting bilingual meetings for parents and families. We will regularly contact the parents to increase their awareness of both the program and the opportunities available at USLP. USLP will continue to employ bilingual staff to assist us to ensure that there is primary language support for English Language learners. We will also regularly communicate, in the primary language, with parents to increase their awareness of their student's progress, as well as to help identify activities and strategies they can utilize to continue to support the progress of the student.

Demonstrated Effectiveness of Provider's Services:

Gains of about 1.5 years reading; 2.0 years math

STUDENTS

What grade levels will be served?	<input checked="" type="checkbox"/> K-5	<input checked="" type="checkbox"/> 6-8	<input checked="" type="checkbox"/> English Learners	<input checked="" type="checkbox"/> Students with disabilities
What subject areas will be served?	<input checked="" type="checkbox"/> Reading/Language Arts	<input checked="" type="checkbox"/> Mathematics	<input type="checkbox"/> Science	
What is the tutor/student ratio?	1:1 and small group tutoring (up to 1:5)			
How much is charged per hour per student?	\$55			
Will supplemental educational services be provided at the campus?	<input checked="" type="checkbox"/> Yes			<input type="checkbox"/> No
If the provider location of the supplemental educational services is off campus, where will students be served?	Home or library			

EXHIBIT A
(8 of 10)

SESSIONS

How many sessions per week?	1-4 sessions	How long are the sessions?	1-2 hours
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Capistrano Unified School District
SERVICIOS EDUCATIVOS COMPLEMENTARIOS
INFORMACIÓN DEL PROVEEDOR DE SERVICIOS EDUCATIVOS

Nombre del proveedor de servicios educativos:	Ultimate Success Learning Program		Correo electrónico:	Cynthia@uslptutoring.com	
Nombre del representante LOCAL:	Cynthia Valenzuela	Dirección:	453 South Spring St #839, Los Angeles, CA 90013	Teléfono:	888-811-8757

INFORMES DEL PROVEEDOR DE SERVICIOS EDUCATIVOS

La descripción de los servicios que brinda el proveedor de servicios educativos:

Ultimate Success Learning Program ofrece sumamente efectivo tutoría de uno por uno o en grupo en la comodidad de su hogar, biblioteca, centro de comunidad o escuela que se concentra en la mejora académica y el fomento de la confianza. Ofrecemos un programa compuesto por instructores altamente calificados que cultivan mentes académicas a través del poder de uno por una interacción con los estudiantes.

Los requisitos y títulos académicos obligatorios del instructor particular:

Contratamos maestros certificados por el estado; estudiantes universitarios y estudiantes pregrado universitarios (necesitan completar 60+ unidades básicas universitarias en orden de ser tutores).

Describa dónde se impartirán los servicios educativos: (Ejemplos: En el hogar del alumno, la biblioteca pública, la oficina del proveedor educativo o la escuela.)

Los servicios de tutoría se impartirán en el hogar del estudiante, biblioteca, o en la escuela.

Describa recursos académicos específicos que se impartirán a los estudiantes del idioma inglés (EL) y los alumnos con discapacidades:

Estudiantes con incapacidades recibirán modificaciones cuando sea necesario. Modificaciones incluyen (pero no se limiten ha): (1) Tendríamos tutores que pueden acomodar estudiantes con incapacidades como ADD, ADHD, Lenguaje de Signo, Braille, etc. (2) Tutores calificarán las tareas con los estudiantes, corrigiendo errores juntos. (3) Tutores completarán partes de tareas para asegurar entendimiento. (4) Tutores establecerán el paso para cortar o alargar tareas para los estudiantes que no han podido entender un concepto o para estudiantes que captaran un concepto rápidamente respectivamente. Del mismo modo las acomodadas necesarias serian hechas si se ocupan, incluyen pero no se limiten ha: (1) Presentando información en varias formas (escrito, tecnología, o en mano) y (2) Dando tiempo para completar y revisar tarea completa. Nuestros empleados son bilingües en Ingles y español.

USLP superara ha estudiantes ingleses, por medios de comunicando en su propia idioma y ofreciendo cartas bilingües, y dirigir juntas bilingües para familias y estudiantes. Nos comunicaremos con padres regularmente para dar información del programa y oportunidades dispensables de USLP. USLP continuara empleando personas bilingües para asegurar apoyo del idioma primario de los estudiantes ingleses. Nos comunicaremos en el idioma primario con los padres para asegurar que están de acuerdo con el progreso del estudiante, y para identificar actividades y estrategias que pueden utilizar para el progreso del estudiante.

La eficacia comprobada del proveedor de servicios educativos:

Ganancias de 1.5 anos de lectura; 2.0 anos en matemáticas.

ALUMNOS

¿Qué grados escolares recibirán los servicios educativos?	<input checked="" type="checkbox"/> K a 5	<input checked="" type="checkbox"/> 6 a 8	<input checked="" type="checkbox"/> Los estudiantes del idioma ingles (EL).	<input checked="" type="checkbox"/> Los alumnos con discapacidades.
¿Qué materias escolares se impartirán?	<input checked="" type="checkbox"/> La lectura y las disciplinas de lenguaje		<input checked="" type="checkbox"/> Las matemáticas	<input checked="" type="checkbox"/> Las ciencias
¿Cuál es la proporción entre el instructor particular y los alumnos?	1:1 o en grupos chicos 1:5			
¿Cuánto se cobra por hora por cada alumno?	\$55			
¿Se impartirán los servicios educativos complementarios en el plantel escolar?			<input type="checkbox"/> Sí	<input type="checkbox"/> No
Si el proveedor de los servicios educativos complementarios se encuentra fuera del plantel escolar, ¿dónde recibirán la instrucción los alumnos?			Hogar o Biblioteca	

EXHIBIT A
(9 of 10)

SESIONES

¿Cuántas sesiones habrá por semana?	Una a cuatro sesiones	¿Cuánto tiempo dura cada sesión?	Una a dos horas
-------------------------------------	-----------------------	----------------------------------	-----------------

**Services to Be Provided By Consultant
2010-11**

1. CONSULTANT shall submit a Student Learning Plan (SLP) for each student served. The SLP will include specific, measurable, achievement goals for each student that are based on the State of California Content Standards. CONSULTANT will identify the instruments that will be used to measure the student's progress toward meeting these goals. The SLP must be signed by the student's parent, a school representative and the CONSULTANT, showing that parties are in agreement as to the goals and objectives for that student.
2. CONSULTANT shall provide one copy of a mid-session and final session written attendance/ progress report. CONSULTANT shall also provide a copy of this report to the student's parents. If requested by the parent, such reports shall be translated into the student's home language, to the extent deemed possible by the CONSULTANT. The attendance/progress report must be signed at the completion of each SES session by the parent in order to verify attendance.
3. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
4. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **CONSULTING AGREEMENT, SUPPLEMENTAL EDUCATIONAL
TUTORING SERVICES – LEARNING LADDER, INC.**

BACKGROUND INFORMATION

Consulting agreements have been processed in accordance with the rules and regulations of the Board of Trustees (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California. The District is required to provide tutoring services to students at designated Program Improvement sites as outlined in the No Child Left Behind legislation.

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached consulting agreement for supplemental educational tutoring services to CUSD students – Learning Ladder, Inc. (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$60.00 per hour

Funding Source: Title I

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for supplemental educational tutoring services – Learning Ladder, Inc.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Learning Ladder, Inc. hereinafter referred to as "CONTRACTOR".

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

WHEREAS, DISTRICT is in need of such special services and advice; and

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

NOW THEREFORE, the parties agree as follows:

1. Services to be provided by CONTRACTOR: Supplemental educational tutoring services (SES) for CUSD students.

2. Term: CONTRACTOR shall commence providing services under this AGREEMENT on December 8, 2010, and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it 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.

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

19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal services 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. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

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

CONTRACTOR:

Learning Ladder, Inc.
111 5th Street
Gilroy, CA 95020

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

CONTRACTOR'S NAME: Learning Ladder, Inc. CONTRACT No. I1011090

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

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

- a. Exhibit A Fee Schedule
- b. Exhibit B Services to be Provided by Consultant
- c. Exhibit C N/A

THIS AGREEMENT IS ENTERED INTO THIS 8th DAY OF December, 2010.

Capistrano Unified School District
Name of District

Learning Ladder, Inc.
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

December 7, 2010
Board Approval Date

Taxpayer Identification Number

Learning Ladder, Inc.
P.O. Box 66.,
Gilroy, CA. 95021-0066
(408) 846-5599

Fee Schedule

Tutoring	Fee Per Hour
In-home	\$60
Small Group (1 tutor to 5 students)	\$60
Online	N/A

**Services to Be Provided By Consultant
2010-11**

1. CONSULTANT shall submit a Student Learning Plan (SLP) for each student served. The SLP will include specific, measurable, achievement goals for each student that are based on the State of California Content Standards. CONSULTANT will identify the instruments that will be used to measure the student's progress toward meeting these goals. The SLP must be signed by the student's parent, a school representative and the CONSULTANT, showing that parties are in agreement as to the goals and objectives for that student.
2. CONSULTANT shall provide one copy of a mid-session and final session written attendance/ progress report. CONSULTANT shall also provide a copy of this report to the student's parents. If requested by the parent, such reports shall be translated into the student's home language, to the extent deemed possible by the CONSULTANT. The attendance/progress report must be signed at the completion of each SES session by the parent in order to verify attendance.
3. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
4. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT, SUPPLEMENTAL EDUCATIONAL TUTORING SERVICES – BASIC EDUCATIONAL SERVICES TEAM, INC.**

BACKGROUND INFORMATION

Consulting agreements have been processed in accordance with the rules and regulations of the Board of Trustees (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California. The District is required to provide tutoring services to students at designated Program Improvement sites as outlined in the No Child Left Behind legislation.

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached consulting agreement for supplemental educational tutoring services to CUSD students – Basic Educational Services Team, Inc. (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$63.00 per hour
Funding Source: Title I

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for supplemental educational tutoring services – Basic Educational Services Team, Inc.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Basic Educational Services Team, Inc. hereinafter referred to as "CONTRACTOR".

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

WHEREAS, DISTRICT is in need of such special services and advice; and

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental educational tutoring services (SES) for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 8, 2010, and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it 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.

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

19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal services 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. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

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

CONTRACTOR:

Basic Educational Services Team, Inc.
28307 Newport Blvd.
Menifee, CA 92584

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

CONTRACTOR'S NAME: Basic Educational Services Team, Inc. CONTRACT No. I1011082

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

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Services to be Provided by Consultant</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 8th DAY OF December, 2010.

Capistrano Unified School District

Name of District

Basic Educational Services Team, Inc.

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

Title

December 7, 2010

Board Approval Date

Taxpayer Identification Number



BASIC EDUCATIONAL SERVICES TEAM, INC.

November 2, 2010

Basic Educational Services Team, Inc. (BEST)
28307 Newport Road
Menifee, CA 92584

Fee: \$63.00 per hour

BEST provides one-on-one tutoring, in either Language Arts or Mathematics. Tutoring is normally twice per week, 2 hours per session. Tutoring is available after school hours, and all day on weekends. Parents and tutor will set the schedule and location. Tutoring is provided in the student's home, school, public library, or community center.

Term of contract: November 9, 2010 – June 30, 2011

Carl Benson
President
Basic Educational Services Team

Exhibit A

EXHIBIT A
(8 of 9)

**Services to Be Provided By Consultant
2010-11**

1. CONSULTANT shall submit a Student Learning Plan (SLP) for each student served. The SLP will include specific, measurable, achievement goals for each student that are based on the State of California Content Standards. CONSULTANT will identify the instruments that will be used to measure the student's progress toward meeting these goals. The SLP must be signed by the student's parent, a school representative and the CONSULTANT, showing that parties are in agreement as to the goals and objectives for that student.
2. CONSULTANT shall provide one copy of a mid-session and final session written attendance/ progress report. CONSULTANT shall also provide a copy of this report to the student's parents. If requested by the parent, such reports shall be translated into the student's home language, to the extent deemed possible by the CONSULTANT. The attendance/progress report must be signed at the completion of each SES session by the parent in order to verify attendance.
3. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
4. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT, SUPPLEMENTAL EDUCATIONAL
TUTORING SERVICES – ATS PROJECT SUCCESS**

BACKGROUND INFORMATION

Consulting agreements have been processed in accordance with the rules and regulations of the Board of Trustees (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California. The District is required to provide tutoring services to students at designated Program Improvement sites as outlined in the No Child Left Behind legislation.

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached consulting agreement for supplemental educational tutoring services to CUSD students – ATS Project Success (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$60.00 per hour

Funding Source: Title I

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for supplemental educational tutoring services – ATS Project Success.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and ATS Project Success hereinafter referred to as "CONTRACTOR".

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

WHEREAS, DISTRICT is in need of such special services and advice; and

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

NOW THEREFORE, the parties agree as follows:

1. Services to be provided by CONTRACTOR: Supplemental educational tutoring services (SES) for CUSD students.

2. Term: CONTRACTOR shall commence providing services under this AGREEMENT on December 8, 2010, and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it 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.

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

19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal services 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. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

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

CONTRACTOR:

ATS Project Success
20674 Hall Road
Clinton Twp., MI 48038

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

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

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

- a. Exhibit A Fee Schedule
- b. Exhibit B Services to be Provided by Consultant
- c. Exhibit C N/A

THIS AGREEMENT IS ENTERED INTO THIS 8th DAY OF December, 2010.

Capistrano Unified School District
Name of District

ATS Project Success
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

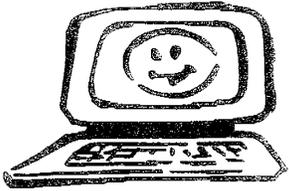
Typed or Printed Name

Director, Purchasing
Title

Title

December 7, 2010
Board Approval Date

Taxpayer Identification Number



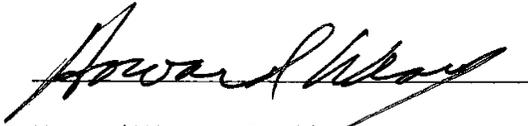
ATS Project Success

20674 Hall Road Clinton Twp, MI 48038

Fee Schedule

ATS Project Success provides tutoring services in reading and/or math to grades K-12. The term of the contract is from 9-1-10 through 8-31-11.

We charge \$60.00 per student per hour . Our sessions are 60 minutes in length. The program is available for students to use 24/7. We request each student work a minimum of 2 hours each week. We only invoice for the time a student actually works in the program.


Howard Weaver, President

9.8.10
Date

**Services to Be Provided By Consultant
2010-11**

1. CONSULTANT shall submit a Student Learning Plan (SLP) for each student served. The SLP will include specific, measurable, achievement goals for each student that are based on the State of California Content Standards. CONSULTANT will identify the instruments that will be used to measure the student's progress toward meeting these goals. The SLP must be signed by the student's parent, a school representative and the CONSULTANT, showing that parties are in agreement as to the goals and objectives for that student.
2. CONSULTANT shall provide one copy of a mid-session and final session written attendance/ progress report. CONSULTANT shall also provide a copy of this report to the student's parents. If requested by the parent, such reports shall be translated into the student's home language, to the extent deemed possible by the CONSULTANT. The attendance/progress report must be signed at the completion of each SES session by the parent in order to verify attendance.
3. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
4. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **CONSULTING AGREEMENT, SUPPLEMENTAL EDUCATIONAL
TUTORING SERVICES – ACE TUTORING SERVICES, INC.**

BACKGROUND INFORMATION

Consulting agreements have been processed in accordance with the rules and regulations of the Board of Trustees (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California. The District is required to provide tutoring services to students at designated Program Improvement sites as outlined in the No Child Left Behind legislation.

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached consulting agreement for supplemental educational tutoring services to CUSD students – ACE Tutoring Services, Inc. (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$50.00 per hour
Funding Source: Title I

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for supplemental educational tutoring services – ACE Tutoring Services, Inc.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and ACE Tutoring Services, Inc. hereinafter referred to as "CONTRACTOR".

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

WHEREAS, DISTRICT is in need of such special services and advice; and

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental educational tutoring services (SES) for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 8, 2010, and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopied matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it 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.

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

19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal services 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. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

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

CONTRACTOR:

ACE Tutoring Services, Inc.
18780 Amar Road, #105
Walnut, CA 91789

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

CONTRACTOR'S NAME: ACE Tutoring Services, Inc. CONTRACT No. I1011084

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

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Services to be Provided by Consultant</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 8th DAY OF December, 2010.

Capistrano Unified School District
Name of District

ACE Tutoring Services, Inc.
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

December 7, 2010
Board Approval Date

Taxpayer Identification Number

ACE TUTORING SERVICES, INC.

18780 Amar Rd., Suite #105

Walnut, CA 91789

Phone: (626) 965-5751

Fax: (626) 820-0889

FEE SCHEDULE FOR CAPISTRANO UNIFIED SCHOOL DISTRICT

Tutoring	Fee
1-on-1 Tutoring	\$50.00/Hr
1-on-2 Tutoring	\$100.00/Hr
1-on-3 Tutoring	\$150.00/Hr

PROGRAM DESCRIPTION

English Version:

ACE Tutoring Services, Inc. provides individualized 1-on-1 or small-group (1-on-2 or 1-on-3) tutoring in English language arts, math and/or science. Tutoring sessions take place at the student's home, library or community center. Students choose their own convenient tutoring schedule. Tutoring sessions are available 7 days a week. Students can learn at his/her own pace and receive instructions that focus on his/her specific weaknesses in English language arts, math, and/or science. All of our tutors have at least a bachelor's degree, and many have California teaching credentials and/or advanced degrees. Bilingual (Spanish/English) tutors are also available. ACE Tutoring Services, Inc. has been providing tutoring services to students in K-12th grade since 1997. Over 90% of the students that finished our tutoring program show significant improvement in English language arts, math and/or science.

Spanish Version:

ACE Tutoring Services, Inc proporciona tutoría individualizada de 1-a-1 o en pequeños grupos (1-a-2 o 1-a-3) en artes lingüísticas, matemáticas, y/o ciencia. En casa del estudiante o biblioteca local y en el centro de comunidad. Los estudiantes eligen su propio horario de tutoría. Las sesiones se ofrecen los 7 días de la semana. Los estudiantes pueden aprender a su propio pasos, y recibir instrucciones que se centran en sus debilidades específicas en artes lingüísticas, matemáticas y/o ciencia. Todos nuestros tutores tienen por lo menos su bachillerato, y muchos de ellos tienen credenciales de enseñanza de California y / o grados avanzados. Tutores bilingües (Español/Ingles) están también disponibles. ACE Tutoring Services, Inc ha estado proporcionando servicios de tutoría a los estudiantes de jardín al 12avo grado desde

1997. Más del 90% de los estudiantes que han terminado nuestro programa de tutoría muestran una mejora significativa en artes lingüísticas, matemáticas y/o ciencia.

TERM OF CONTRACT

The tutoring services shall be provided during the 2010-2011 school year, which is between 9/1/2010 and 6/30/2011.

Name of Consultant: ACE Tutoring Services, Inc.

Name: Jeff Wang

Signature:  _____

Date: 8/27/10

**Services to Be Provided By Consultant
2010-11**

1. CONSULTANT shall submit a Student Learning Plan (SLP) for each student served. The SLP will include specific, measurable, achievement goals for each student that are based on the State of California Content Standards. CONSULTANT will identify the instruments that will be used to measure the student's progress toward meeting these goals. The SLP must be signed by the student's parent, a school representative and the CONSULTANT, showing that parties are in agreement as to the goals and objectives for that student.
2. CONSULTANT shall provide one copy of a mid-session and final session written attendance/ progress report. CONSULTANT shall also provide a copy of this report to the student's parents. If requested by the parent, such reports shall be translated into the student's home language, to the extent deemed possible by the CONSULTANT. The attendance/progress report must be signed at the completion of each SES session by the parent in order to verify attendance.
3. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
4. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **CONSULTING AGREEMENT, SUPPLEMENTAL EDUCATIONAL
TUTORING SERVICES – THE ACADEMIC ADVANTAGE, INC.**

BACKGROUND INFORMATION

Consulting agreements have been processed in accordance with the rules and regulations of the Board of Trustees (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California. The District is required to provide tutoring services to students at designated Program Improvement sites as outlined in the No Child Left Behind legislation.

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached consulting agreement for supplemental educational tutoring services to CUSD students – The Academic Advantage, Inc. (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$40.38 per hour

Funding Source: Title I

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for supplemental educational tutoring services – The Academic Advantage, Inc.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and The Academic Advantage hereinafter referred to as "CONTRACTOR".

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

WHEREAS, DISTRICT is in need of such special services and advice; and

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental educational tutoring services (SES) for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 8, 2010, and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it 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.

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

19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal services 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. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

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

CONTRACTOR:

The Academic Advantage
5777 W. Century Blvd. #302
Los Angeles, CA 90045

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

CONTRACTOR'S NAME: The Academic Advantage CONTRACT No. I1011085

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

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

- a. Exhibit A Fee Schedule
- b. Exhibit B Services to be Provided by Consultant
- c. Exhibit C N/A

THIS AGREEMENT IS ENTERED INTO THIS 8th DAY OF December, 2010.

Capistrano Unified School District
Name of District

The Academic Advantage
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

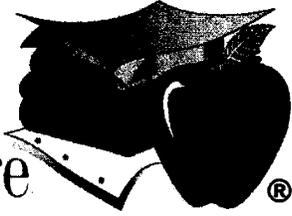
Director, Purchasing
Title

Title

December 7, 2010
Board Approval Date

Taxpayer Identification Number

The
Academic
Advantage



Corporate Office
P.O. Box 882045
Los Angeles, CA 90009
Tel: (866) 788-8677
Fax: (800) 299-1988
Website: www.academicadvantage.com
E-mail: info@academicadvantage.com

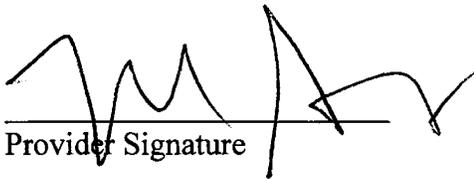
The Trusted Name for In-Home Tutoring[®]

FEE SCHEDULE 2010-2011

Academic Advantage tutoring takes place in-home or in a local public library, 7 days a week, at the convenience of the student's schedule. Tutors are professionally-trained and include credentialed teachers and graduate students, many of whom are bilingual. The student to teacher ratio is one-to-one. Student scores from pretest to post-test showed an average increase of 46.67%. In addition, we have ten successful years experience in improving students' grades and self-esteem.

Tutoring	Fee
Individual	\$40.38/ hour

Tutor/ Student Ratio
1:1



Provider Signature

Fred Andreasson

Provider Name

09/07/10

Date

**Services to Be Provided By Consultant
2010-11**

1. CONSULTANT shall submit a Student Learning Plan (SLP) for each student served. The SLP will include specific, measurable, achievement goals for each student that are based on the State of California Content Standards. CONSULTANT will identify the instruments that will be used to measure the student's progress toward meeting these goals. The SLP must be signed by the student's parent, a school representative and the CONSULTANT, showing that parties are in agreement as to the goals and objectives for that student.
2. CONSULTANT shall provide one copy of a mid-session and final session written attendance/ progress report. CONSULTANT shall also provide a copy of this report to the student's parents. If requested by the parent, such reports shall be translated into the student's home language, to the extent deemed possible by the CONSULTANT. The attendance/progress report must be signed at the completion of each SES session by the parent in order to verify attendance.
3. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
4. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **CONSULTING AGREEMENT, SUPPLEMENTAL EDUCATIONAL
TUTORING SERVICES – MATH + THINK, INC.**

BACKGROUND INFORMATION

Consulting agreements have been processed in accordance with the rules and regulations of the Board of Trustees (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California. The District is required to provide tutoring services to students at designated Program Improvement sites as outlined in the No Child Left Behind legislation.

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached consulting agreement for supplemental educational tutoring services to CUSD students – Math + Think, Inc. (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$65.00 per hour
Funding Source: Title I

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for supplemental educational tutoring services – Math + Think, Inc.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Math Think, Inc. hereinafter referred to as "CONTRACTOR".

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

WHEREAS, DISTRICT is in need of such special services and advice; and

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

NOW THEREFORE, the parties agree as follows:

1. Services to be provided by CONTRACTOR: Supplemental educational tutoring services (SES) for CUSD students.

2. Term: CONTRACTOR shall commence providing services under this AGREEMENT on December 8, 2010, and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).
DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it 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.

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

19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal services 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. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

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

CONTRACTOR:

Math Think, Inc.
111 5th Street
Gilroy, CA 95021

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

CONTRACTOR'S NAME: Math Think, Inc. CONTRACT No. 11011086

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

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Services to be Provided by Consultant</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 8th DAY OF December, 2010.

Capistrano Unified School District
Name of District

Math Think, Inc.
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

December 7, 2010
Board Approval Date

Taxpayer Identification Number

Math Think, Inc.
P.O. Box 66.,
Gilroy, CA. 95021-0066
(408) 846-5599

Fee Schedule

Tutoring	Fee Per Hour
In-home	\$65
Small Group (1 tutor to 5 students)	\$65
Online	N/A

**Services to Be Provided By Consultant
2010-11**

1. CONSULTANT shall submit a Student Learning Plan (SLP) for each student served. The SLP will include specific, measurable, achievement goals for each student that are based on the State of California Content Standards. CONSULTANT will identify the instruments that will be used to measure the student's progress toward meeting these goals. The SLP must be signed by the student's parent, a school representative and the CONSULTANT, showing that parties are in agreement as to the goals and objectives for that student.
2. CONSULTANT shall provide one copy of a mid-session and final session written attendance/ progress report. CONSULTANT shall also provide a copy of this report to the student's parents. If requested by the parent, such reports shall be translated into the student's home language, to the extent deemed possible by the CONSULTANT. The attendance/progress report must be signed at the completion of each SES session by the parent in order to verify attendance.
3. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
4. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **CONSULTING AGREEMENT, SUPPLEMENTAL EDUCATIONAL
TUTORING SERVICES – TOTAL EDUCATION SOLUTIONS**

BACKGROUND INFORMATION

Consulting agreements have been processed in accordance with the rules and regulations of the Board of Trustees (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California. The District is required to provide tutoring services to students at designated Program Improvement sites as outlined in the No Child Left Behind legislation.

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached consulting agreement for supplemental educational tutoring services to CUSD students – Total Education Solutions (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$53.00 per hour
Funding Source: Title I

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for supplemental educational tutoring services – Total Education Solutions.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Total Education Solutions hereinafter referred to as "CONTRACTOR".

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

WHEREAS, DISTRICT is in need of such special services and advice; and

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental Educational Services for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 8, 2010, and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it 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.

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

19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal services 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. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

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

CONTRACTOR:

Total Education Solutions
5151 Murphy Canyon Rd. #150
San Diego, CA 92123

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

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

22. Governing Law: The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. Exhibits: This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule/Letter of Intent</u>
b. Exhibit	B	<u>Services to be Provided by Consultant</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 8th DAY OF December, 2010.

Capistrano Unified School District
Name of District

Total Education Solutions
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title
December 7, 2010
Board Approval Date

Title

Taxpayer Identification Number

Supplemental Education Services Letter of Intent

Provider:	Total Education Solutions
Address:	5151 Murphy Canyon Road Suite 150 San Diego, CA 92123
Contact Person:	Jill Mangus- SES Program Manager
Website:	TESIDEA.com
Phone number:	619-275-4525
Fax number:	619-475-4526
Email address:	jmangus@tesidea.com
Qualifications of staff:	SES specialists typically have a bachelors degree or in are in the pursuit of one in conjunction with a minimum of 2 years experience.
Curriculum Used:	SRA Corrective Reading, SRA Corrective Math, and KidzLit.
Demonstrated Effectiveness:	Total Education Solutions is in its 6 th year providing Supplemental Education Services serving over 22 districts in Southern California. Typically students improve one or more grade levels based on the results of the Wide Range Achievement Test 4.
Grade Levels serviced:	K-12
Subjects:	English Language Arts including Reading, Spelling and Comprehension, and Mathematics
One to One tutoring or Small Group:	One to one Direct Instruction.
Student/Tutor Ratio:	One to one
Serve ELLs:	Yes
Serve Special Ed students:	Yes
Hourly cost for services:	\$53.00
Location of services: (if online instruction please	Student's Home or Local Public Library

indicate)	
When services provided (after school M-F, Sat., Sun.):	M-F afterschool or any time on Sat. and Sun.

**Services to Be Provided By Consultant
2010-11**

1. CONSULTANT shall submit a Student Learning Plan (SLP) for each student served. The SLP will include specific, measurable, achievement goals for each student that are based on the State of California Content Standards. CONSULTANT will identify the instruments that will be used to measure the student's progress toward meeting these goals. The SLP must be signed by the student's parent, a school representative and the CONSULTANT, showing that parties are in agreement as to the goals and objectives for that student.
2. CONSULTANT shall provide one copy of a mid-session and final session written attendance/ progress report. CONSULTANT shall also provide a copy of this report to the student's parents. If requested by the parent, such reports shall be translated into the student's home language, to the extent deemed possible by the CONSULTANT. The attendance/progress report must be signed at the completion of each SES session by the parent in order to verify attendance.
3. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
4. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **CONSULTING AGREEMENT, SUPPLEMENTAL EDUCATIONAL
TUTORING SERVICES – PROFESSIONAL TUTORS OF AMERICA,
INC.**

BACKGROUND INFORMATION

Consulting agreements have been processed in accordance with the rules and regulations of the Board of Trustees (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California. The District is required to provide tutoring services to students at designated Program Improvement sites as outlined in the No Child Left Behind legislation.

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached consulting agreement for supplemental educational tutoring services to CUSD students – Professional Tutors of America, Inc. (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$65.00 per hour
Funding Source: Title I

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for supplemental educational tutoring services – Professional Tutors of America, Inc.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Professional Tutors of America, Inc. hereinafter referred to as "CONTRACTOR".

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

WHEREAS, DISTRICT is in need of such special services and advice; and

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Supplemental Educational Services (SES) for CUSD students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 8, 2010, and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it 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.

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

19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal services 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. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

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

CONTRACTOR:

Professional Tutors of America, Inc.
3350 E. Birch St. #108
Brea, CA 92821

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

CONTRACTOR'S NAME: Professional Tutors of America, Inc. CONTRACT No. I1011077

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

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule/SES Program Information 2010-2011</u>
b. Exhibit	B	<u>Services to be Provided by Consultant</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 8th DAY OF December, 2010.

Capistrano Unified School District

Name of District

Professional Tutors of America, Inc.

Contractor Name

By: _____

Signature: _____

Terry Fluent

Typed Name

Typed or Printed Name

Director, Purchasing

Title

Title

December 7, 2010

Board Approval Date

Taxpayer Identification Number

SES Program Information 2010-2011

Provider: **Professional Tutors of America, Inc.**
Address: **3350 E. Birch Street, Suite 108, Brea, CA 92821**
Contact Person: **Robert Harraka**
Phone: **(800) 832-2487**
Fax: **(714) 671-1887**
E-mail: **Robert@professional tutors.com**

1. Give a brief description (a paragraph) that can be sent to parents regarding the types of services your company can provide to students.

We provide individualized tutoring instruction (always One-to-One) in math, reading, English language arts or science. We serve students in all grade levels (from K-12th grade). Tutoring is done at the student's home or at a local library, whichever the parent prefers. We test each student to determine his/her strengths and weaknesses, and then develop a learning plan and objectives. The tutoring lessons focus on these objectives, providing maximum results. We have Spanish-speaking tutors and staff available. We have been providing one-to-one tutoring for over 25 years, and one-to-one tutoring is proven to be the most effective method of learning. Our teachers are all college graduates, and most of them have had teaching experience in either public or private schools. We have a strong, proven record with over 180 school districts, improving academic skills, motivating students, and building self-confidence.

Proporcionamos la instrucción individualizada (Siempre Enseñamos Uno-a-Uno) en matemáticas, lectura, artes de lengua, o ciencia. Servimos a estudiantes en todos los niveles de grado (de grado de K-12th). El curso particular se hace en el hogar del estudiante o en una biblioteca local, dependiendo de la preferencia del padre. Probamos a cada estudiante para determinar sus fuerzas y debilidades, y después desarrollamos un plan de aprendizaje y objetivos. Las lecciones del curso particular se centran en estos objetivos, proporcionando resultados máximos. Tenemos profesores particulares y personales disponibles que hablan español. Hemos estado proporcionando el curso particular por durante 25 años, que ha demostrado ser el método más efecto de aprendizaje. Nuestros profesores son graduados de la universidad, y la mayor parte han tenido experiencia de enseñanza en escuelas privadas o públicas. Tenemos un expediente fuerte, probado con 180 distritos escolares, mejorando las habilidades académicas, motivando estudiantes, y construyendo confianza en sí mismo.

2. Cost(s) associated with your program (hourly rate): **\$65.00 per hour for One-to-One tutoring**
3. Location of services: **Student's home, or the local library—parent's choice.**

EXHIBIT A
(8 of 9)

**Services to Be Provided By Consultant
2010-11**

1. CONSULTANT shall submit a Student Learning Plan (SLP) for each student served. The SLP will include specific, measurable, achievement goals for each student that are based on the State of California Content Standards. CONSULTANT will identify the instruments that will be used to measure the student's progress toward meeting these goals. The SLP must be signed by the student's parent, a school representative and the CONSULTANT, showing that parties are in agreement as to the goals and objectives for that student.
2. CONSULTANT shall provide one copy of a mid-session and final session written attendance/ progress report. CONSULTANT shall also provide a copy of this report to the student's parents. If requested by the parent, such reports shall be translated into the student's home language, to the extent deemed possible by the CONSULTANT. The attendance/progress report must be signed at the completion of each SES session by the parent in order to verify attendance.
3. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
4. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **CONSULTING AGREEMENT, SUPPLEMENTAL EDUCATIONAL
TUTORING SERVICES – CLUB Z IN HOME TUTORING**

BACKGROUND INFORMATION

Consulting agreements have been processed in accordance with the rules and regulations of the Board of Trustees (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California. The District is required to provide tutoring services to students at designated Program Improvement sites as outlined in the No Child Left Behind legislation.

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached consulting agreement for supplemental educational tutoring services to CUSD students – Club Z in Home Tutoring (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$65.00 per hour
Funding Source: Title I

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for supplemental educational tutoring services – Club Z in Home Tutoring.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Club Z In Home Tutoring hereinafter referred to as "CONTRACTOR".

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

WHEREAS, DISTRICT is in need of such special services and advice; and

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

NOW THEREFORE, the parties agree as follows:

1. Services to be provided by CONTRACTOR: Supplemental educational tutoring services for CUSD students.

2. Term: CONTRACTOR shall commence providing services under this AGREEMENT on December 8, 2010, and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it 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.

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

19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal services 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. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

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

CONTRACTOR:

Club Z In Home Tutoring
27775 Camino Santo Domingo
San Juan Capistrano, CA 92675

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

CONTRACTOR'S NAME: Club Z In Home Tutoring CONTRACT No. I1011081

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

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Services to be Provided by the Consultant</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 8th DAY OF December, 2010.

Capistrano Unified School District
Name of District

Club Z In Home Tutoring
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

December 7, 2010
Board Approval Date

Taxpayer Identification Number

**Supplemental Educational Service
Requirements
For the State of
California**

2010 – 2011

Club Z! In Home Tutoring Services, Inc.

SES Requirements for the State of California

Approved Subjects	Math and Language Arts
Grades to be served	K-12
Individual or Small Group Permitted	Individual and Small group
Small Group Student to Tutor Ratio	<u>5</u> students (or less) to <u>1</u> tutor
Length of each tutoring session	1 to 2 hours
Tutoring Schedule	Once per week Twice per week Three times per week
Hourly Rate	\$ 65.00 per hour Individual \$ 65.00 per hour small group
Minimum # of Service Hours Required	N/A
Location of Tutorial Services	School Site, Student's Home, Public Library, Community Center, and other secure public facilities with handicap accessibility and that meets all applicable federal, state, and local health and safety laws.
<u>Required</u> Tutor Qualifications	Two-years college credit w/high GPA <u>and</u> Teaching experience

<p>Required Tutor Qualifications for ELL students</p>	<p>Two-years college credit w/high GPA and must be bilingual in student's language</p>
<p>Required Tutor Qualifications for Special Education Students</p>	<p>Four-year college degree w/high GPA and must have experience in working with this population and an understanding of IEPs</p>
<p>NO STUDENT CONTACT IS ALLOWED UNTIL YOU RECEIVED <u>ALL</u> OF THE HARD COPY BACKGROUND CLEARANCES (see right)</p> <p>Background Check Requirements: <u>ALL listed to the left are required!!!!</u></p> <p><u>Failure to comply is immediate grounds for termination of services.</u></p>	<p>Verity Screen Solutions criminal background check AND Criminal history records check through the Department of State Police AND Statewide Sex Offender Database Check AND Statewide Child Murderer and Violent Offender Against Youth Database Check AND Any additional requirements by the LEA or SEA</p>
<p>State Approved Assessments</p>	<ul style="list-style-type: none"> • Kaufman Test of Educational Achievement II (KTEA II) • Reading Level Indicator (RLI) • Math Level Indicator (MLI) • The Group Mathematics Assessment Diagnostic Evaluation (GMADE) • The Group Reading Assessment Diagnostic Evaluation (GRADE)
<p>Approved Curriculum</p>	<p>GMADE & GRADE AND Provider Developed materials: Combinations of materials and resources from www.edhelper.com, the National Reading Panel</p>

	(NRP), The National Council of Teachers of Mathematics (NCTM), and the International Reading Association (IRA)
Approved Program Incentives	Provider agrees to limit incentives/rewards to those directly related to services provided, and not to exceed a monetary value as determined in discussions and designated in the contract with the local educational agency (LEA).
Minimum number of students required to start services	3
Parental disclosure	N/A – please see below referenced Required Contact between Tutor and Parent(s)/Guardian(s)
Required Contact between Tutor and Parent(s)/Guardian(s)	<ul style="list-style-type: none"> • During the first Club Z! Consultation with parents/guardians, a Club Z! representative will request the parents/guardians to sign and complete a “Club Z! Permission to Obtain Student Data Form”. • Parents are also invited to meet with Club Z! staff members, the classroom teacher and other appropriate school district personnel (such as guidance counselors, school psychologists, special education teachers, administrators, etc.) to give input toward the development of the Student Learning Plan before tutorial sessions begin. • Tutors may also to be available for phone conferences with parents(s)/guardian(s) at all times. <p><u>Then contact should occur:</u> Individual tutoring: each tutorial session Small group tutoring: once a week (minimum)</p>
Required Contact with Classroom Teacher and Appropriate School District Personnel	In initial meeting to develop Student Learning Plan, Club Z staff will meet with the parent(s)/guardian(s), classroom teacher and

other appropriate school personnel (guidance counselors, special education teachers, school psychologists, administrators, etc.). Input from all should be considered.

Club Z! staff will be required to use any district database such as STARS, upon request of district. Club Z! staff will meet with district to obtain the necessary information.

Club Z! will submit student achievement goals to designated school or district personnel for review and approval before a student achievement plan is finalized and services are initialized.

Tutors use a variety of strategies to maintain contact with a student's classroom teacher on a bi-weekly basis. (these may include email through a secure connection, phone calls, and written notes in a student's homework (agenda) book.

Progress reports are submitted in written form to the appropriate district contact person on a **monthly** basis.

Initially, Club Z! will send a list of supervisory staff members and tutors to the LEA before actual tutoring begins. This list includes addresses and background clearance information. The list of tutors will be sent to the LEA on Club Z! letterhead via email through a secure connection, fax, or mail. When additional personnel is added to Club Z! staff, our organization will send the updated staff member information to the LEA before they begin working with the students. If a Club Z! staff member resigns or is removed from our roster, the LEA receives written notification on Club Z! letterhead within 24 hours.

In the event that TB testing is a district/provider contractual requirement, Club Z! will send written documentation of TB clearance to the LEA before that Club Z staff member commences tutorial sessions.

<p>Required Contact between Tutor and Club Z! Branch</p>	<p>Progress is monitored and tracked through written student progress reports, which are examined by a Club Z! Area Director or supervisory staff member.</p> <p>Progress is monitored and tracked by the Club Z area Director or a Club Z lead Tutor through progress reports. These progress reports are submitted by the tutors on a weekly basis.</p>
<p>Required Tutor Training</p>	<ul style="list-style-type: none"> • Administering pre and post assessments • State Standards • Fill out accurate progress reports • Establish and fulfill achievement goals as required • by the district • How and when to periodically measure progress • Effective communication with parents • Individuals with Disabilities Educational Act (IDEA) • and the Americans with Disabilities Act (ADA) • Updated information from the National Reading Panel (NRP) • Multicultural Awareness • Differentiated Instruction • Updated information from the National Council of Teachers of Mathematics • Working with students with disabilities • Working with English Language Learners • NCLB Federal and SEA guidelines • California Curriculum Standards • GMADE and GRADE
<p>Frequency of Tutor Training</p>	<p>At the onset of tutoring and then a minimum of once a year.</p>

State Assurances

The following assurances are required of all Supplemental Educational Providers in the state of California. Failure to abide by the assurances may result in provider termination from the list of state approved providers.

Provider assures that the instruction provided is secular, neutral, and non-ideological.

Provider agrees staffing, fiscal, equipment, and facility resources of the organization will be in compliance with all applicable federal, state, and local statutes and regulations.

If instruction will occur at a facility other than a student's school or residence, provider certifies that its facility(ies) meets all applicable federal, state, and local health and safety laws.

Provider agrees that all student information shall be kept confidential except as necessary to inform parents/guardians and appropriate school staff and to comply with state and federal monitoring and evaluation requirements.

Provider agrees to comply with all applicable federal, state, and local health, safety, and civil rights laws.

Provider agrees to limit incentives/rewards to those directly related to services provided, and not to exceed a monetary value as determined in discussions and designated in the contract with the local educational agency (LEA).

Provider agrees to abide by the conditions set forth in the contract with the LEA, including the payment schedule, rates, and any facility user fee arranged with the LEA, that are in compliance with Section 1116(e)(3) and (6) of NCLB pertaining to agreements and amounts for supplemental educational services.

Provider agrees to participate in the monitoring and evaluation process as developed and directed by CDE.

Provider agrees to provide to each LEA with which it contracts written proof of current liability insurance coverage and other

	<p>necessary insurance in the type and amount required by the LEA.</p> <p>Provider agrees to comply with rules of each LEA with which it contracts related to providing staff background checks, fingerprinting, and TB tests for those employees providing direct services to students.</p> <p>Provider agrees to submit to CDE by October 1 each year an annual end-of-fiscal-year report, per Section 13075.3(a) of the regulations.</p> <p>Provider agrees to maintain three years of records to support the annual end-of-fiscal-year report to CDE.</p>
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**Services to Be Provided By Consultant
2010-11**

1. CONSULTANT shall submit a Student Learning Plan (SLP) for each student served. The SLP will include specific, measurable, achievement goals for each student that are based on the State of California Content Standards. CONSULTANT will identify the instruments that will be used to measure the student's progress toward meeting these goals. The SLP must be signed by the student's parent, a school representative and the CONSULTANT, showing that parties are in agreement as to the goals and objectives for that student.
2. CONSULTANT shall provide one copy of a mid-session and final session written attendance/ progress report. CONSULTANT shall also provide a copy of this report to the student's parents. If requested by the parent, such reports shall be translated into the student's home language, to the extent deemed possible by the CONSULTANT. The attendance/progress report must be signed at the completion of each SES session by the parent in order to verify attendance.
3. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
4. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **CONSULTING AGREEMENT, SUPPLEMENTAL EDUCATIONAL
TUTORING SERVICES – TEACH-N-TUTOR, INC.**

BACKGROUND INFORMATION

Consulting agreements have been processed in accordance with the rules and regulations of the Board of Trustees (Board Policies 3300, 3310, and 4126) and applicable legal requirements of the State of California. The District is required to provide tutoring services to students at designated Program Improvement sites as outlined in the No Child Left Behind legislation.

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached consulting agreement for supplemental educational tutoring services to CUSD students – Teach-n-Tutor, Inc. (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: \$50.00 per hour
Funding Source: Title I

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for supplemental educational tutoring services – Teach-n-Tutor, Inc.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Teach-N-Tutor, Inc. hereinafter referred to as "CONTRACTOR".

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

WHEREAS, DISTRICT is in need of such special services and advice; and

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

NOW THEREFORE, the parties agree as follows:

1. Services to be provided by CONTRACTOR: Supplemental Educational Services (SES) for CUSD students.

2. Term: CONTRACTOR shall commence providing services under this AGREEMENT on December 8, 2010, and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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DISTRICT:

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

CONTRACTOR:

Teach-N-Tutor, Inc.
8047 Mission Gorge Rd., Suite H
Santee, CA 92071

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

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b. Exhibit	B	<u>Services to be Provided by Consultant</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 8th DAY OF December, 2010.

Capistrano Unified School District
Name of District

Teach-N-Tutor, Inc.
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

December 7, 2010
Board Approval Date

Taxpayer Identification Number



8047 Mission Gorge Rd Suite H
Santee, CA 92071
619-938-2651 office
619-938-2751 fax

Fee Schedule

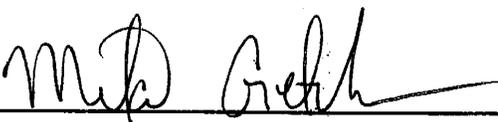
Teach-n-Tutor, Inc
8047 Mission Gorge Rd Suite H
Santee, CA 92071
619-938-2651 / 800-803-4565
tutoryou@cox.net

One-on-One Tutoring

9/10/2010 - 5/31/2011

Rate: \$50.00 per hour / per student

Services are invoiced within one month after being provided.

Provider Signature: 
Provider Name: Mike Getch
Date: September 8, 2010

**Services to Be Provided By Consultant
2010-11**

1. CONSULTANT shall submit a Student Learning Plan (SLP) for each student served. The SLP will include specific, measurable, achievement goals for each student that are based on the State of California Content Standards. CONSULTANT will identify the instruments that will be used to measure the student's progress toward meeting these goals. The SLP must be signed by the student's parent, a school representative and the CONSULTANT, showing that parties are in agreement as to the goals and objectives for that student.
2. CONSULTANT shall provide one copy of a mid-session and final session written attendance/ progress report. CONSULTANT shall also provide a copy of this report to the student's parents. If requested by the parent, such reports shall be translated into the student's home language, to the extent deemed possible by the CONSULTANT. The attendance/progress report must be signed at the completion of each SES session by the parent in order to verify attendance.
3. CONSULTANT will require that an adult (18 years or older) known to the family will be present in the home, library, or any other place at which individual (1-to-1) tutoring is done, the entire time that the CONSULTANT, its employees and/or volunteers and substitutes, are with the student.
4. CONSULTANT understands and agrees that CUSD cannot guarantee any minimum number of students in CONSULTANT'S program. CONSULTANT agrees to provide services to CUSD students for the duration of the contract, regardless of the number of students that are enrolled in its program at any time, even if it is only one student.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **CONSULTING AGREEMENT, INSTALLATION, TRAINING AND
SUPPORT FOR ADAPTIVE HARDWARE AND SOFTWARE FOR
DISABLED STUDENTS – VOICE SOLUTIONS**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached consulting agreement for installation, training, and support to CUSD staff for adaptive hardware and software for disabled students to meet educational goals as specified in each student's IEP – Voice Solutions (Exhibit A).

FINANCIAL IMPLICATIONS

Financial Impact: Rates per fee schedule
Funding Source: General Fund

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for installation, training, and support to CUSD staff for adaptive hardware and software for disabled students – Voice Solutions.



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and Voice Solutions hereinafter referred to as "CONTRACTOR".

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

WHEREAS, DISTRICT is in need of such special services and advice; and

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Installation, training and support to CUSD staff for adaptive hardware and software for disabled students.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2010, and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

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

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

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

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

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

16. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it 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.

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

19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal services 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. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

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

CONTRACTOR:

Voice Solutions
202 Fashion Lane #105
Tustin, CA 92780

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

CONTRACTOR'S NAME: Voice Solutions CONTRACT No. I1011094

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

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>Scope of Practice</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 8th DAY OF December, 2010.

Capistrano Unified School District
Name of District

Voice Solutions
Contractor Name

By: _____

Signature: _____

Terry Fluent
Typed Name

Typed or Printed Name

Director, Purchasing
Title

Title

December 7, 2010
Board Approval Date

Taxpayer Identification Number

FEE SCHEDULE

Voice Solutions
202 Fashion Lane, Suite 105
Tustin, CA 92780
(877) 653-7007

\$80.00 per hour:
\$195.00 per year for student software:
\$19 per student for travel expense to students' home.

Exhibit A



Exhibit B

Scope of Practice

Consultant is functioning solely as an independent educational evaluator. Consultant agrees that he/she will not recommend therapy or services within their own agency, company, or practice. Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the consultant may be accompanied by a DISTRICT representative during the duration of the observation or interviews of staff and/or pupil.

Company Name: _____

By: _____ Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **CONSULTING AGREEMENT, ARCHITECTURAL SERVICES - PJHM ARCHITECTS, INC.**

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

This agenda item requests approval of the attached consulting agreement for additional architectural services for San Juan Hills High School 30 meter pool and support buildings – PJHM Architects, Inc. (Exhibit A). On September 28, 2010, the Board directed the District’s Construction Manager (CM) to perform a coordination and constructability review of the San Juan Hills High School 30 meter pool project documents. The CM’s review concluded that modifications of the original documents and drawings are required. Those areas recommended for modification include:

- Construction site logistics
- Additional programming (training and weight rooms, athletic storage, and provisions for future concessions)
- Improvements to timing, scoring, and lighting systems

The recommendations require additional architectural services to prepare the original drawings for bid.

FINANCIAL IMPLICATIONS

Financial Impact: Hourly rates per fee schedule, estimated maximum \$20,000
Funding Source: CFD 98-2

STAFF RECOMMENDATION

It is recommended the Board approve this consulting agreement for additional architectural services for San Juan Hills High School 30 meter pool and support buildings – PJHM Architects, Inc.



Consultant Agreement

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

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** Architectural services related to the San Juan Hills High School 30 meter pool/support buildings.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on October 21, 2010 and will diligently perform as required and complete performance by completion of project.

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

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

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

6. **Materials:** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: Reimbursable expenses, such as printing, shipping, agency fees, etc., will be invoiced at costs plus 15%. Estimated total of \$1,000.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	PJHM Architects, Inc. 647 Camino De Los Mares, Suite 201 San Clemente, CA 92673 (949) 496-6191

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

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

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

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

- a. Exhibit A Fee Schedule dated October 21, 2010
- b. Exhibit B Special Conditions
- c. Exhibit C N/A

CONSULTANT NAME: PJHM Architects, Inc. Contract No. C1011093

This AGREEMENT is entered into this 8th Day of December, 2010.

DISTRICT:

CONSULTANT:

By: _____

Terry Fluent, Director of Purchasing

By: _____

Signature

Printed Name

Title

December 7, 2010
Board Approval Date

Social Security or Taxpayer Identification



647 Camino de los Mares, No. 201
 San Clemente, CA 92673
 496.6191
 496.0269
 pjhm.com

October 21, 2010

Mr. Randy Rowles
 Executive Director
 Capistrano Unified School District
 33122 Valle Road
 San Juan Capistrano, CA 92675

Re: Proposal for Additional Services to San Juan Hills High School 30 Meter Pool/Support Buildings Project

Dear Mr. Rowles,

PJHM Architects, Inc. is pleased to present the following proposal to you for the following project:

Additional Services for San Juan Hills High School 30 Meter Pool/Support Buildings

Preliminary Scope of Work: Architectural Services

Based on discussions with Walt Eden, Owner's Representative for CUSD, regarding the project, the following revisions/additions to the project Scope Of Work are accounted for in this proposal:

1. Generate Construction Logistics drawings
2. Remove and replace additional paving at east and west of project area, at construction staging areas
3. Addition of Concessions function to Office in new restroom building (Bldg. K)
4. Relocation of fire riser and fire/domestic POCs to the restroom building (Bldg. K)
5. Incorporation of previous applicable addenda items (from rejected bid) into revised bid set (Addendum I)
6. Relocation of existing Training Room / existing Weight Room reconfiguration
7. Revise all fencing at pool deck to be chain link, vinyl coated (Entry fence/gate to remain ornamental metal)
8. Add pathway for future CCTV system at pool deck.
9. Re-design pool deck drainage to slot-drain (was changed to trench drain per CUSD direction 6/18/10)

Proposed Architectural Fee

Based on the project scope listed above, PJHM Architects, Inc. will invoice for services on an **hourly not-to-exceed** basis, with an estimated **maximum of \$20,000.00** Included within this proposed fee are the following engineering services: Civil, Structural, Mechanical, Plumbing and Electrical.

PJHM Architects, Inc. hourly rates are as follows:

Principal	\$ 200 per hour
Architect	\$ 160 per hour
Project Manager	\$ 135 per hour
Construction Administrator	\$ 135 per hour
CAD Drafter	\$ 100 per hour
DSA Coordinator	\$ 100 per hour
Construction Administration Assistant	\$ 80 per hour
Clerical	\$ 60 per hour



647 Camino de los Mares, No. 201
San Clemente, CA 92673
949.496.6191
949.496.0269 FAX
pjhm.com

Please note that this proposal does *not* include the following services: field topographical survey.

This proposal only includes the aforementioned list of revisions/additions to the project Scope Of Work. Any District initiated program changes will be invoiced based on the hourly rates listed above as an additional service.

Reimbursable expenses, such as printing, shipping, agency fees, etc., will be invoiced at cost plus 15%. We would like to **estimate the total for reimbursable items at \$1,000.00.**

Thank you for considering PJHM Architects, Inc., and we look forward to continuing to work with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Leo Johnson', written over a white background.

Leo Johnson, A.I.A.
Architect/Principal

SPECIAL CONDITIONS
CONSULTANT AGREEMENT NO. C1011093
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
PJHM ARCHITECTS, INC.

Delete Article 9 below from original Consultant Agreement attached.

9. Termination: *DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.*

Incorporate new Article 9 into Consultant Agreement No. C1011066.

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

Special Conditions
Consultant Agreement No. C1011066
Page 2

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

Delete Article 10 below from original Consultant Agreement attached.

10. Hold Harmless: *CONSULTANT agrees to and shall defend, indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by CONSULTANT or its subcontractors, whether authorized by this Agreement or not. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of DISTRICT or any of its agents or employees.*

Incorporate new Article 10 into Consultant Agreement No. C1011066.

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

Special Conditions
Consultant Agreement No. C1011066
Page 3

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **LIMITED USE LICENSE AGREEMENT BETWEEN CUSD AND SAMLARC
FOR USE OF TIJERAS CREEK PARK**

BACKGROUND INFORMATION

Tijeras Creek Elementary School is located adjacent to Tijeras Creek Park in the City of Rancho Santa Margarita. The park is owned and maintained by the Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC), a non-profit homeowners association. Since the school opened in 2000, students from Tijeras Creek Elementary School have been using the adjacent park field for various activities, operating under a Limited Use License Agreement. The additional field space benefits the students with greater recreational and physical education opportunities.

The annual approval of the Limited Use License Agreement is usually completed prior to the beginning of the school year. This year, however, the SAMLARC Board reviewed the terms and conditions of the agreement and granted the District temporary use of the park until this agreement is executed. After their review, SAMLARC decided to increase the fees from \$5,000 per year to \$8,900. The higher fees are based upon increased costs of labor, utilities, and materials for turf maintenance and irrigation for the specific amount of area used by students.

CURRENT CONSIDERATIONS

This agenda item requests approval of the renewal of the Limited Use License Agreement between Capistrano Unified School District and SAMLARC for student use of Tijeras Creek Park (Exhibit A). The Limited Use License Agreement was developed to provide general provisions defining each agency's responsibilities. The agreement also defines the terms and conditions for the District's use of the park, fees to cover maintenance of the field space, as well as insurance and liability provisions. School personnel have provided their input regarding the anticipated type and amount of student use of the park for the upcoming school year. The original Limited Use License Agreement was reviewed and approved by District and SAMLARC legal counsels.

FINANCIAL IMPLICATIONS

This agenda item will have an impact on the District's General Fund. Fees for use of the park are \$8,900 for the entire 2010-2011 school year. SAMLARC will be responsible for all ongoing maintenance of the park fields.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the Limited Use License Agreement between Capistrano Unified School District and SAMLARC for District use of Tijeras Creek Park during the 2010-2011 school year.

LIMITED USE LICENSE AGREEMENT
(Tijeras Creek Elementary School)

(July, 2009 Version)

This Limited Use License (the "License") is made this 28th day of September, 2010, by and between RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION, a California Non-profit Mutual Benefit Corporation, (hereinafter "SAMLARC") and the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter "DISTRICT"). As used herein, DISTRICT shall include the School District, its Governing Board, employees (both full and part time), volunteers, students and/or invitees.

RECITALS

A. SAMLARC is the owner of certain real property located in the County of Orange, State of California, described as **Parcel 2 of LL 99-039**, Tract No. 15869, filed for record as Instrument 2000-0639174 in the Official Records of the County of Orange (hereinafter the "Park") and more commonly known as Tijeras Creek Park (See Exhibit "A").

B. The Park is located within a planned community known as Rancho Santa Margarita and is maintained by SAMLARC. Members of the planned community pay monthly assessments to SAMLARC which are used in part for the upkeep, repair, improvements and maintenance of the Park.

C. The members and property of SAMLARC (including the Park) are subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928 in the office of the Orange County Recorder (hereinafter "Declaration"). The Declaration provides that SAMLARC has the authority and the duty to maintain and manage the Park.

D. DISTRICT which defines "Elementary School" as Kindergarten through Fifth Grade, owns and operates an Elementary School, known as Tijeras Creek Elementary School ("School") adjacent to the Park. DISTRICT is desirous of utilizing the Park for limited Elementary School related Activities as set forth on Exhibit "B".

E. SAMLARC is willing to grant DISTRICT the right to use that portion of the Park shown on Exhibit "C" for limited Elementary School (K-5) related Activities, in accordance with the terms of this License.

THEREFORE, in order to provide limited access and use of the Park for Elementary School related Activities by DISTRICT and to establish the mechanism and procedures for the DISTRICT to pay a fair and reasonable expense associated with its use of the Park,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1.00 Recitals Incorporated. The above RECITALS are an integral part of the License and are incorporated herein by this reference.

1.01 DISTRICT License to Enter and Use the Park. SAMLARC hereby grants to DISTRICT a non-exclusive license to enter upon and use, as limited and described herein the area of the Park shown on Exhibit "C", for the limited activity purposes set forth herein and for no other purpose, subject to DISTRICT's strict compliance with all the terms of this License; provided, that

DISTRICT's use of the Park shall not unreasonably interfere with the reasonable use and enjoyment thereof by SAMLARC or any persons claiming the right to use the Park through, by or under SAMLARC. All such use of the Park pursuant to this License shall also be in accord with the Detailed Use Guidelines as shown on Exhibit "D" instituted by SAMLARC.

1.02 Purpose of DISTRICT License Use. It is hereby understood and agreed that DISTRICT shall have the limited right to enter upon and use the Park, for Elementary School related Activities, as shown and described on Exhibit "B", which are compatible and consistent with the improvements located upon those areas of the Park shown on Exhibit "C". Such use shall not include Physical Education classes, team sports practice and/or games, whether intramural or interschool, or any special events beyond those shown on Exhibit "B" without the prior written approval of SAMLARC.

1.03 Limitations on DISTRICT Right to Enter and Use. The limited rights of entry and use granted by this License to DISTRICT are: (a) limited to the specific purposes provided for herein; and (b) non-exclusive to the extent that other persons also have or will acquire non-exclusive rights for the use and enjoyment of the Park; (c) shall occur during the hours of 8:00 a.m. to 2:00 p.m. on Regular School Days only as described in Section 4.01 hereinbelow; and, (d) conditioned upon the obligation of DISTRICT to inspect the area(s) of the Park to be used by the Elementary School, prior to every use, to assure its suitability for such use. For purposes of this License, "Regular School Days" shall mean only those days when classes are held during the normal school year. "Regular School Days" shall not include: Federal and State holidays; in-service days; nor summer, winter or other vacation or break days. SAMLARC, except as otherwise specifically set forth herein, shall continue to exclusively control the management, improvements, maintenance, repair and restoration of the Park, which include the right to temporarily restrict access to the Park by DISTRICT, in the reasonable performance of such activities.

1.03.1 Nuisance. No activity within the Park allowed/sponsored/supported by DISTRICT, whether supervised by DISTRICT or not, may be or become a nuisance to other Park users, neighboring property owners or SAMLARC.

1.03.2 Vehicles. No vehicle access on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.3 Animals. No right or permission to bring an animal or animals of any kind or type, on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.4 Construction. No right or permission to construct, install, or erect any structure, device or other item, regardless of size, use or function, whether temporary or permanent on, upon, over or in the Park is granted to DISTRICT by this License.

1.04 Management. SAMLARC will retain the exclusive right to make management decisions concerning the use of the Park. This management right will include the right to establish, amend, implement and enforce reasonable rules and regulations for the use of the Park by its own members of the planned community, and DISTRICT. This management right includes but is not limited to the right to establish the level of maintenance of the Park.

2.01 Term. This License shall begin **September 28th, 2010** and end on **June 23, 2011**. SAMLARC covenants and agrees not to sooner terminate the license granted hereby prior to the

ending date specified herein provided DISTRICT has complied and continues to comply with all of the terms of this License, and is not in default under any of the terms and conditions hereof.

3.01 (Intentionally Left Blank)

3.02 Sharing of Expenses. DISTRICT hereby promises, covenants, agrees and commits to pay to SAMLARC the following expenses as a portion of the consideration for the grant of this license:

(a) A proportion of the annual costs and expense of operation and maintenance of the Park. This proportion of the cost will represent a share of the normal and regular operation, maintenance and repair expenses incurred by SAMLARC relative to the Park. These expenses specifically include the cost of operation and maintenance and repair of the DISTRICT use area shown on Exhibit "C" which are part of the license granted to DISTRICT. During the term of this License the amount of these normal costs and expenses payable by DISTRICT is agreed to be eight thousand nine hundred dollars (\$8,900).

(b) During the term of this License, DISTRICT shall be responsible for and pay any extraordinary expenses incurred and/or for any abnormal damage done to the Park by DISTRICT beyond the normal wear and tear experienced from everyday use by members of the planned community. In determining the nature and the extent of any abnormal damage to the Park, SAMLARC's landscape contractor whose services are utilized by SAMLARC, shall make the final decision in determining the nature and extent of the abnormal damage. Any and all repair work occasioned by abnormal damage done to the Park by DISTRICT shall be done by SAMLARC's landscape contractor and shall be billed to DISTRICT. DISTRICT shall pay such billing within thirty (30) days of receipt.

(c) Such other expenses and costs as are mutually agreed upon in writing from time to time by SAMLARC and DISTRICT.

3.03 Payment Schedule Period. For this term, the DISTRICT share of annual costs and expenses under this License shall be billed to DISTRICT. Payment in full shall be due no later than October 1, 2010

3.04 Late Charges and Interest. Any payment due hereunder which is paid more than fifteen (15) days after the due date, shall be subject to a 15% late charge which shall be due when levied. Additionally, any payment, including late charges, which is not paid within thirty (30) days of its due date shall be subject to interest at the rate of 12% per annum from the 30th day until the amount shall be paid in full.

3.05 Eliminating Damage to the Park. When an activity of DISTRICT is causing excessive damage to the Park, DISTRICT shall, at the written request of SAMLARC, discontinue such activity. In the alternative, DISTRICT may within thirty (30) days of any such request to discontinue by SAMLARC provide sufficient cash to repair the existing damage and to periodically repair the damage caused by the activity complained of together with a discontinuance of the activity periodically for a sufficient length of time for the repairs to be made by SAMLARC to the damaged areas of the Park. The amount of such cash and the frequency of such repairs shall be set by SAMLARC. SAMLARC agrees to give DISTRICT five (5) days written notice of such repair work and the need for DISTRICT to discontinue use of a portion of the Park prior to the repair commencing. Notwithstanding the above, should an emergency arise which requires immediate repair and/or

restoration SAMLARC may make such repair and/or restoration with shorter notice or no notice at all to DISTRICT prior to commencing the repairs. SAMLARC agrees to use its best efforts to accommodate the School schedule in making such repairs.

4.01 Priority of Use. During all Regular School Days, and so long as DISTRICT is current in the payment of its obligations under this License and not otherwise in breach of this License, DISTRICT shall be entitled to a priority of use of the Park for the limited Elementary School related Activities, as shown and described on Exhibit "B", during the within specified times: 8:00 a.m. – 2:00 p.m., Monday through Friday, on Regular School Days. The District shall incorporate the Elementary School related Activities on the list of activities in the Monthly Calendar of Use specifying thereon the date, time and activity.

For purposes of this License, "Priority of Use" shall mean that:

(a) SAMLARC will not on Regular School Days schedule nor allow any other individual and/or group to reserve use of the Park as described in Sections 1.01 and 4.01 hereinabove as available for DISTRICT use, during the specified times set out in this Section; and,

(b) SAMLARC may notify the members of the planned community in writing of the times of the DISTRICT use of the Park and advise its members that DISTRICT is entitled to a priority of use. Such written notice need not be a direct mail notification to the owners/residents but may be included in the SAMLARC newsletter or on the SAMLARC website.

(c) It is understood and agreed that no use of the Park by DISTRICT shall change the ownership or nature of the Park to school property.

This language shall not require nor imply that SAMLARC can, nor will, patrol the Park nor remove its members, who may also be using the Park during DISTRICT's priority of use. DISTRICT shall have no right to use the Park for any purpose other than those Elementary School related Activities as shown and described on Exhibit "B", nor outside the Regular School Days and the times specifically provided herein unless they have secured the prior written consent from SAMLARC for a special event.

5.01 Special Events. Should DISTRICT desire to utilize the Park outside the Regular School Days and times specified herein, for a special event and/or in preparation for a special event, which is not listed on Exhibit "B" and which will necessitate the exclusive or priority use of the Park by DISTRICT in preparation and/or in the holding of the special event, then DISTRICT must secure the issuance of a Facilities Use Permit from SAMLARC for such extra use. If a Facilities Use Permit is issued/granted by SAMLARC, the provisions of this License will apply to such special event and/or preparation for a special event.

All special events and/or additional charges for the preparation for and/or the holding of the special event shall be set forth in the written permission granted by SAMLARC to DISTRICT and shall be due and payable prior to holding of the special event. The utilization of the Park by DISTRICT for the preparation and/or the holding, of any such special event, shall be DISTRICT's agreement to the payment of the special event charge and an acknowledgment of its reasonableness.

6.01 Capital Improvements to Park. Should DISTRICT desire to make any capital improvements to the Park, DISTRICT may do so only after having secured the prior written consent of the Board of Directors of SAMLARC. All expenses associated with the capital improvement must

be borne by DISTRICT exclusively unless SAMLARC agrees to share in the expense. Any such agreement to share in the expense for a capital improvement desired by DISTRICT must be in writing and signed by SAMLARC.

6.02 Limitation on Repairs. DISTRICT shall make no repair(s) to the Park without the prior written consent of SAMLARC except and unless such repairs are of an emergency nature.

7.01 Vandalism. Where vandalism occurs in, on or to the Park during the Regular School Day or during a special event the cost of the repair and restoration necessitated by the vandalism shall be borne by DISTRICT exclusively if the perpetrators are known to be employees, staff, or students of DISTRICT or their guests, invitees and/or agents. Otherwise, the cost of the repair and restoration necessitated by the vandalism shall be shared by DISTRICT and SAMLARC.

7.02 Liability Insurance. DISTRICT shall provide a policy of general liability insurance with respect to the DISTRICT use of the Park in a form, and on such terms as approved by SAMLARC.

This liability policy shall provide coverage for any property damage, bodily injury, personal injury and/or death which occurs or is occasioned due in whole or in part to negligence by DISTRICT.

This insurance policy will be primary and non-contributory as to any SAMLARC owned policies, and SAMLARC requests the right to be notified if there is any termination, cancellation, or non-renewal of that policy.

This policy shall name SAMLARC (including all of its corporate directors, officers and volunteers) and Merit Property Management, Inc. (herein "Merit") as additional insureds. This liability policy shall not permit nor require any contribution from SAMLARC nor any SAMLARC policy of insurance which might also cover the Park. The policy limits shall be at least \$3,000,000 per person, per occurrence in its limits.

7.03 Proof of Insurance. DISTRICT shall provide written evidence of current insurance to SAMLARC no later than October 1, 2010 Any insurance renewal shall meet the requirements of this License. Proof of such insurance shall be sent to SAMLARC, 22342-A, Avenida Empresa, Suite 102-A, Rancho Santa Margarita, CA 92688.

7.04 Indemnification. DISTRICT hereby agrees to indemnify and hold SAMLARC and it managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the negligence of DISTRICT in the use of the Park pursuant to this License. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of SAMLARC.

SAMLARC hereby expressly agrees to indemnify and hold DISTRICT free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the sole negligence, willful misconduct or gross negligence of SAMLARC in connection with the management, operation and maintenance of the Park. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of DISTRICT.

These indemnity provisions shall extend to claims occurring after this License is terminated as well as while it is in force. DISTRICT and SAMLARC agree that if any action is brought by one against the other to enforce the terms of this License, then the prevailing party in such action shall

be entitled to recover from the other party thereto all reasonable attorney's fees and costs of such suit, as determined and ordered by the court.

8.01 Supervision. DISTRICT agrees to provide the same standard and level of supervision of the students within the Park as is provided within the School grounds. DISTRICT shall exercise such control as is necessary to avoid damage to the Park, its landscaping and improvements and/or injury to persons using the Park.

8.02 Rest Room Use. The Park rest rooms are to remain locked at all times and are not to be used by DISTRICT.

8.03 (a) (Intentionally Left Blank)

(b) Park Use Closure Due to Inclement Weather. SAMLARC reserves the right to close any SAMLARC field due to inclement weather. During inclement weather, DISTRICT shall be responsible for obtaining, and abiding by, the Open or Closed decision as posted on the SAMLARC "Mud Line". SAMLARC will make the final decision regarding closures, in its sole and absolute discretion.

The Mud Line number is (949) 448-6217. Park conditions will be posted on this line no later than 7:30 a.m. of the applicable Regular School Day, Monday through Friday. Conditions will be posted earlier as the nature of the inclement weather dictates.

9.01 DISTRICT Contact Person. DISTRICT shall provide the name, address and phone number of an individual who will act as the contact person on behalf of DISTRICT. This contact person must have the authority to act and make decisions on behalf of DISTRICT for all purposes relating to the usage of the Park. The information about the contact person shall be updated as necessary by written notice to SAMLARC. The DISTRICT contact person is: Cary Brockman, Director of Facilities Planning, 33122 Valle Road, San Juan Capistrano, CA 92675-4792, (949) 234-9449.

9.02 SAMLARC Contact Person. SAMLARC shall provide the name, address and phone number of a person for DISTRICT to contact in order to make inquires and provide information and assurances. The information about the contact person shall be updated as necessary by written notice to DISTRICT. The initial SAMLARC contact person is: Candice Fullenkamp, Executive Director, Merit Property Management, 22342-A, Avenida Empresa, Suite 102-A, Rancho Santa Margarita, California 92688 - Direct: 949-209-5075 - cfullenkamp@meritpm.com

9.03 Communication. In recognition of the need to resolve problems quickly and because of the proximity of the Park, the School and the homes of the SAMLARC members, DISTRICT and SAMLARC agree to promptly respond to all communications (whether written, or oral, by mail or electronic) within twenty (20) calendar days of sending by the other party. Should follow-up (whether written or oral) communication be required, such follow-up will be completed within thirty (30) calendar days of the other parties' prior communication. Both party's to this License agree to use their best efforts to resolve any problems which arise (whether related to this License or otherwise) as quickly as possible. Failure by either party to promptly communicate with one another shall be a breach of this License.

10.01 Breach. In addition to causes or reasons described hereinabove, the following shall be deemed a breach of the within License.

(a) The failure to pay any sum levied by SAMLARC within thirty (30) days of its due date;

(b) The late payment of any two billings within any twelve (12) month period. This Section is intended to include levied annual costs, expenses, late charges, and/or unpaid interest that may be late from a prior and/or subsequent License period as well as any of those which may be levied during the terms of this License.

(c) The failure by SAMLARC or DISTRICT to fulfill any non-monetary obligation and/or promise made and/or undertaken hereunder where such failure continues more than thirty (30) days after written notice thereof is given.

(d) The failure of SAMLARC to provide priority use of that portion of the Park covered by this License.

11.01 Assignability. Neither SAMLARC nor DISTRICT may assign this License or any of the rights or obligations hereunder without the express written consent of both of the parties to this License.

11.02 Waiver of Rights and Obligations. No waiver of any right or obligation provided or required under this License, may be effective unless executed in writing by the party relinquishing the right or excusing the obligation. Any such waiver of a right or obligation under this License shall be limited to the specific right or obligation set out in the written waiver and shall not be considered to have waived any other section or sections of this License that are not specifically set forth in the written waiver.

11.03 Applicable Laws. This License shall be interpreted, construed, enforced and governed by the laws of the State of California.

11.04 Recording Not Permitted. Neither party to this License may record either this document or a purported summary of this document without the express written consent of the other.

11.05 Entire Agreement. The written expression of this License contains the entire understanding of the parties hereto with respect to this License. No statements, promises or understandings of any kind not contained herein were made to or by either of the parties thereto unless expressly set forth within this License. All exhibits which are referenced herein (Exhibits "A" through "D") are hereby incorporated into this License as though fully set forth herein.

11.06 Modification. No supplement, modification or amendment to this License may be made unless contained within a written expression of such modification, supplement or amendment signed by both of the parties to this License.

11.07 Attorney's Fees. Should it be necessary to file an action at law or in equity to interpret and/or enforce the provisions of this License, the prevailing party shall be entitled to reasonable attorney's fees together with the costs of the suit, if so ordered by the Court.

11.08 Representation of Authority. Each party hereto warrants and represents that all of the actions, steps and/or resolutions necessary to empower the signer to make and enter into this License by and on behalf of each of the parties hereto has been fully and faithfully taken so as to authorize and bind each of the respective parties to this License.

11.09 Mediation Prior to Litigation. Each party to this License agrees that prior to any litigation brought to enforce any term of this License, the Parties will first make a reasonable attempt to mediate the dispute through non-binding mediation.

EXHIBIT A
(7 of 16)

CUSD- TIJCK LULA
District Limited Use License Agreement
September 28, 2010

Page 7 of 8

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The Association:

**RANCHO SANTA MARGARITA
LANDSCAPE AND RECREATION
CORPORATION**

By: _____
Donald S. Chadd, President

By: _____
Cindy Cossairt, Secretary

Date: _____

Address: 22342-A, Avenida Empresa, Suite 102 – A
Rancho Santa Margarita, CA 92688
Phone: 949/209-5085
Fax: 949/589-6603
Contact: Candice Fullenkamp
Email: cfullenkamp@meritpm.com

The District:

Capistrano Unified School District

By: _____
Ronald N. Lebs, Deputy Superintendent,
Business & Support Service.

Date: _____

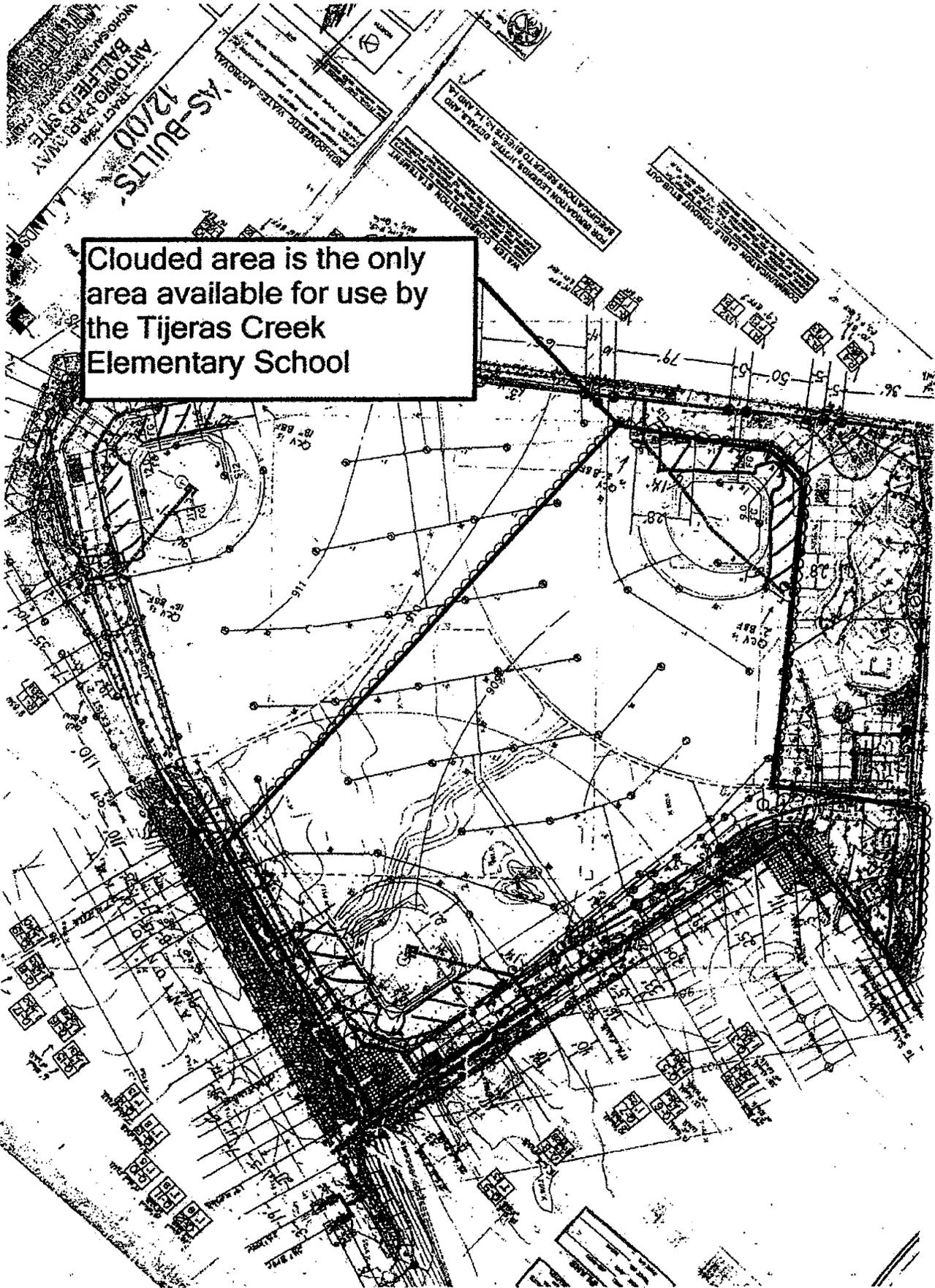
Address: 33122 Valle Road
San Juan Capistrano, CA 92675-4792
Phone: 949-234-9449
Contact Person: Cary Brockman
Email: CBROCKMAN@capousd.org

EXHIBIT B

TIJERAS CREEK ELEMENTARY SCHOOL ESTIMATED USE OF FIELD 2010-2011

Grade	Number of Students (Approximate)	Activities	Time Frame
Kindergarten	100	No field usage during the year	None
Grade 1	100	Daily Morning Recess Activities Daily Lunch Activities Daily Afternoon Recess Activities Field Activities: 1-2 Days a Week End of the Year Field Parties (June)	20 Minutes 20 Minutes 15 Minutes 1 Hour 1 School Day
Grade 2	115	Daily Morning Recess Activities Daily Lunch Activities Daily Afternoon Recess Activities Field Activities: 1-2 Days a Week End of the Year Field Parties (June)	20 Minutes 20 Minutes 15 Minutes 1 Hour 1 School Day
Grade 3	145	Daily Morning Recess Activities Daily Lunch Activities Daily Afternoon Recess Activities Field Activities: 1-2 Days a Week End of the Year field Parties (June)	20 Minutes 20 Minutes 15 Minutes 1 Hour 1 School Day
Grade 4	120	Daily Morning Recess Activities Daily Lunch Activities Field Activities: 1-2 Days a Week Gold Rush Activity End of the Year Field Parties (June)	17 Minutes 20 Minutes 1 Hour 1 School Day 1 School Day
Grade 5	135	Daily Morning Recess Activities Daily Lunch Activities Field Activities: 2 Days a Week 5 th Grade Panoramic Picture (1 Time) End of the Year Field Parties (June)	17 Minutes 20 Minutes 15 Minutes 30 Minutes 1 School Day
All Grades	615	Surf Spring/Jog-A-Thon (September)	1 School Day

EXHIBIT C



Clouded area is the only area available for use by the Tijeras Creek Elementary School

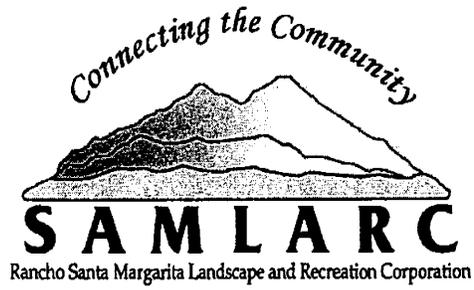


EXHIBIT D

Detailed Use Guidelines – Sports Fields

- **No. 8 – Preventive Maintenance – Soccer/Football Practices**
- **No. 9 - Inclement Weather Sports Field Close Down**
- **No. 16 – One-Time Use of Sports Fields**

EXHIBIT A
(12 of 16)

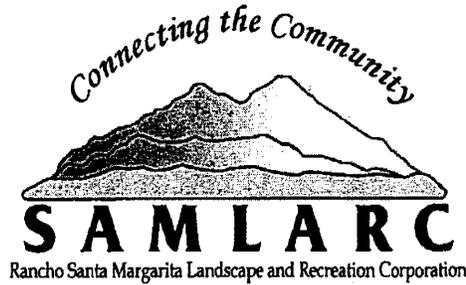


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 8 – Preventive Maintenance – Soccer/Football Practices

This section describes the permit holder's obligation and responsibility for practicing preventative maintenance at all practice sessions held on SAMLARC soccer or football Park Sports Fields.

1. The permanent game goals must not be used during practices in order to prevent goal mount turf destruction.
2. Alternate goal systems must be employed in other non-game goal-mount areas. Alternate systems include cones, portable goals, etc.
3. Set drills must be practiced both in different, alternating areas and, purposely away from visibly "worn" turf areas.
4. No vehicles or other heavy equipment of any type is allowed on park turf surfaces.
5. The Use Guideline No. 9 - Inclement Weather Park Shut Down must be adhered to for inclement weather conditions.

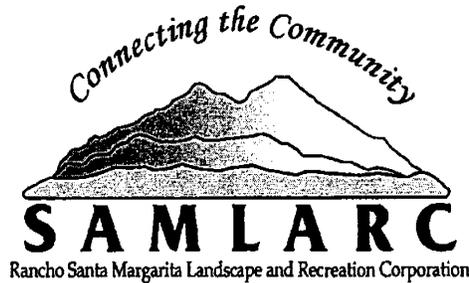


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 9 - Inclement Weather Sports Field Close Down

SAMLARC reserves the right to close any SAMLARC Park Area and/or Park Sports Field due to inclement weather. The SAMLARC Parks Use Manager will make the final decision regarding closures, in his/or hers sole and absolute discretion.

The following Sports Field closure policy and criteria will be used, and must be followed by any and all organizations using SAMLARC Parks and Parks Sports Fields. The purpose of this policy and criteria is to encourage each organization and its members to develop a sense of responsibility towards protecting the Sports Fields.

1. SAMLARC has established a phone call-in “Mud Line” for posting information regarding Sports Field playability. Field closure status should not be obtained from any other source. However, the “message” will be sent to all those affected. Also, the “message” will be posted on the SAMLARC web site.
 - a. The “Mud Line” number is: 949-448-6217
 - b. Field conditions will be posted no later than 1PM of each day, Monday through Friday.
 - c. Weekend conditions will be posted no later than 5pm on Friday.
2. It will be the Parks Use Manager’s duty to inspect Sports Field during, after, or pending inclement weather.
3. If it is determined that Sports Field(s) should be closed and is so posted on the “Mud Line”, “Field Closed” signs will be put on closed field(s). It then becomes the user’s responsibility to obtain, disseminate, and assure compliance with, the Mud Line-posted playability instructions.
4. Field closures decisions shall be based on the following:
 - a. No practices or games may take place while rain is in progress. Use can be resumed at the discretion of the on-site official in charge.
 - b. There is no automatic hours-of-rain shut down. Each day, each park, each field will be considered separately in the sole and exclusive discretion of the SAMLARC Park Use Manager with inputs from the Landscape Contractor.
 - c. Park Sports Fields may be closed for multiple days as deemed necessary by current inclement weather conditions.
 - d. Closure of specific Sports Field types shall be determined using (principally but not exclusively) the following criteria:
 - o

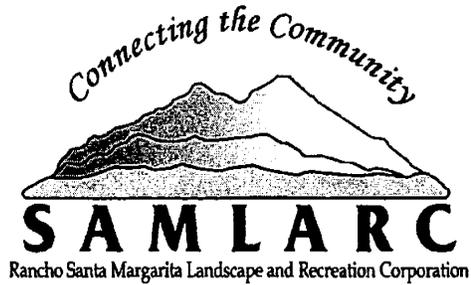


EXHIBIT D

Detailed Use Guidelines – Sports Fields

- (1) Brick dust ball diamonds - (softball or baseball). If the brick dust is muddy and/or slippery, preventing sure-footed running or proper consistent ball bounce, then the diamond will be closed for play. The determining factor: Infield play integrity and safety.
 - (2) Grass/Turf field- (soccer or football). If the water has collected on established grass, or if bare ground is muddy and slippery, or if partially established grass is soft due to rains - the grass field will be closed for play. The determining factor: Destruction of turf, and safe play integrity.
 - (3) Rule of Thumb. If a brick dust ball diamond is not playable due to the criteria listed above, the outfield grass of that diamond (used for soccer or football) is not playable.
5. The above policy and criteria does not preclude any user organization from stopping use on their own during inclement weather conditions. If the weather conditions do not warrant a "Field Closed" decision prior to the "mud Line" posting times (1:00pm weekdays, 5:00pm Fridays), the user organization has the ability and responsibility to subsequently make decisions based on the criteria above. Failure to do so may result in loss of permit use authorization. The mudline message will reflect this requirement.

This especially applies to weekend use where posting is done Friday evenings. User organizations are encouraged to develop their own weekend game-day rainout procedures for closing fields.

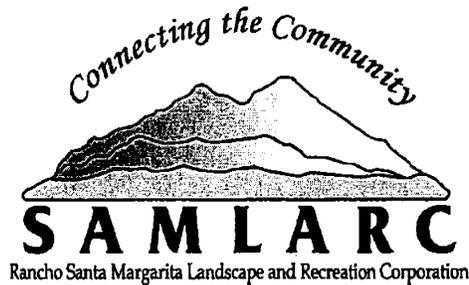


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 16 – One-Time Use of Sports Fields

This Guideline provides the specific instructions to follow for Priority IV groups when using SAMLARC Sports Field facilities. These include baseball, softball, and soccer fields; and, basketball and volleyball courts. All Detailed Use Guidelines are ancillary to the general SAMLARC Policies and Guidelines, Section V.A., I., and J.

1. Use of a snack bar or amplified sound is not permitted.
2. No additional equipment, modifications, prepping, signage, banner postings, dugout covers, bleachers, platforms, etc., are to be made, kept, displayed, or brought on, to the park Sports Fields or courts. The permitted area must be used as is.
3. The permittee is responsible for insuring that all sports equipment used during the use of this permit is used as instructed by the equipment manufacturer.
4. No cars or trucks are allowed on the park.
5. Hitting baseballs or softballs against any backstop or side fencing is not allowed.
6. If night lighting is permitted, SAMLARC shall be solely responsible for setting of lights ON and OFF.
7. It is the responsibility of permittee to call "Mud Line" (949-448-6217) to determine if fields are open for use during inclement weather conditions. Permittee must abide by the decision posted.
8. Any in-use malfunctions (lights, circuit breakers, and sprinklers) must be reported to SAMLARC immediately and handled as determined by SAMLARC personnel. Permittee shall not attempt to correct the malfunction.
9. Any Sports Field irregularities such as loose bases, exposed plate edges, etc., should be reported to the SAMLARC Park Use Manager immediately.
10. Any unusual problem that requires immediate notification of police or fire department is responsibility of permittee. The SAMLARC Parks Use Manager should be notified within 24 hours.
12. At the conclusion of use, the area used must be cleaned up. The criterion is that the park must look as though no one had been there.
13. All trash must be deposited in the trash receptacles located throughout the park site.
14. If receptacles are full, trash is to be put in tightly secured trash bags to be supplied by the permittee and placed next to any trash receptacle for pickup.

EXHIBIT A

(16 of 16)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent

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

**SUBJECT: LIMITED USE LICENSE AGREEMENT BETWEEN CUSD AND SAMLARC
FOR USE OF ARROYO VISTA PARK**

BACKGROUND INFORMATION

Arroyo Vista School is located adjacent to Arroyo Vista Park in the City of Rancho Santa Margarita. The park is owned and maintained by the Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC), a non-profit homeowners association. Since 2000, students from Arroyo Vista School have been using the adjacent park field for various activities, operating under a Limited Use License Agreement. The additional field space benefits the students with greater recreational and physical education opportunities.

The annual approval of the Limited Use License Agreement is usually completed prior to the beginning of the school year. This year, however, the SAMLARC Board reviewed the terms and conditions of the agreement and granted the District temporary use of the park until this agreement is executed. After their review, no changes to the annual agreement were made.

CURRENT CONSIDERATIONS

This agenda item requests approval of the renewal of the Limited Use License Agreement between Capistrano Unified School District and SAMLARC for student use of Arroyo Vista Park (Exhibit A). The Limited Use License Agreement was developed to provide general provisions defining each agency's responsibilities. The agreement also defines the terms and conditions for the District's use of the park, fees to cover maintenance of the field space, as well as insurance and liability provisions. School personnel have provided their input regarding the anticipated type and amount of student use of the park for the upcoming school year. The original Limited Use License Agreement was reviewed and approved by District and SAMLARC legal counsels.

FINANCIAL IMPLICATIONS

This agenda item will have an impact on the District's General Fund. Fees for use of the park are \$5,000 for the entire 2010-2011 school year. SAMLARC will be responsible for all ongoing maintenance of the park fields.

STAFF RECOMMENDATION

It is recommended the Board of Trustees approve the Limited Use License Agreement between Capistrano Unified School District and SAMLARC for District use of Arroyo Vista Park during the 2010-2011 school year.

LIMITED USE LICENSE AGREEMENT
(Arroyo Vista Elementary School)

(July, 2009 Version)

This Limited Use License (the "License") is made this 28th day of September, 2010, by and between RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION, a California Non-profit Mutual Benefit Corporation, (hereinafter "SAMLARC") and the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter "DISTRICT"). As used herein, DISTRICT shall include the School District, its Governing Board, employees (both full and part time), volunteers, students and/or invitees.

RECITALS

A. SAMLARC is the owner of certain real property located in the County of Orange, State of California, described as Lot 4, Tract No. 13084, as per map filed in Book 618, Pages 43-48, inclusive of Miscellaneous Maps, located in the Official Records of the County of Orange (hereinafter the "Park") and more commonly known as Arroyo Vista Park (See Exhibit "A").

B. The Park is located within a planned community known as Rancho Santa Margarita and is maintained by SAMLARC. Members of the planned community pay monthly assessments to SAMLARC which are used in part for the upkeep, repair, improvements and maintenance of the Park.

C. The members and property of SAMLARC (including the Park) are subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928 in the office of the Orange County Recorder (hereinafter "Declaration"). The Declaration provides that SAMLARC has the authority and the duty to maintain and manage the Park.

D. DISTRICT which defines "Elementary School" as Kindergarten through Fifth Grade, owns and operates an Elementary School, known as Arroyo Vista School ("School") adjacent to the Park. DISTRICT is desirous of utilizing the Park for limited Elementary School related Activities as set forth on Exhibit "B".

E. SAMLARC is willing to grant DISTRICT the right to use that portion of the Park shown on Exhibit "C" for limited Elementary School (K-5) related Activities, in accordance with the terms of this License.

THEREFORE, in order to provide limited access and use of the Park for Elementary School related Activities by DISTRICT and to establish the mechanism and procedures for the DISTRICT to pay a fair and reasonable expense associated with its use of the Park,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1.00 Recitals Incorporated. The above RECITALS are an integral part of the License and are incorporated herein by this reference.

1.01 DISTRICT License to Enter and Use the Park. SAMLARC hereby grants to DISTRICT a non-exclusive license to enter upon and use, as limited and described herein the area of the Park shown on Exhibit "C", for the limited activity purposes set forth herein and for no other

EXHIBIT A
(1 of 16)

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District Limited Use License Agreement
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purpose, subject to DISTRICT's strict compliance with all the terms of this License; provided, that DISTRICT's use of the Park shall not unreasonably interfere with the reasonable use and enjoyment thereof by SAMLARC or any persons claiming the right to use the Park through, by or under SAMLARC. All such use of the Park pursuant to this License shall also be in accord with the Detailed Use Guidelines as shown on Exhibit "D" instituted by SAMLARC.

1.02 Purpose of DISTRICT License Use. It is hereby understood and agreed that DISTRICT shall have the limited right to enter upon and use the Park, for Elementary School related Activities, as shown and described on Exhibit "B", which are compatible and consistent with the improvements located upon those areas of the Park shown on Exhibit "C". Such use shall not include Physical Education classes, team sports practice and/or games, whether intramural or interschool, or any special events beyond those shown on Exhibit "B" without the prior written approval of SAMLARC.

1.03 Limitations on DISTRICT Right to Enter and Use. The limited rights of entry and use granted by this License to DISTRICT are: (a) limited to the specific purposes provided for herein; and (b) non-exclusive to the extent that other persons also have or will acquire non-exclusive rights for the use and enjoyment of the Park; (c) shall occur during the hours of 8:00 a.m. to 2:00 p.m. on Regular School Days only as described in Section 4.01 hereinbelow; and, (d) conditioned upon the obligation of DISTRICT to inspect the area(s) of the Park to be used by the Elementary School, prior to every use, to assure its suitability for such use. For purposes of this License, "Regular School Days" shall mean only those days when classes are held during the normal school year. "Regular School Days" shall not include: Federal and State holidays; in-service days; nor summer, winter or other vacation or break days. SAMLARC, except as otherwise specifically set forth herein, shall continue to exclusively control the management, improvements, maintenance, repair and restoration of the Park, which include the right to temporarily restrict access to the Park by DISTRICT, in the reasonable performance of such activities.

1.03.1 Nuisance. No activity within the Park allowed/sponsored/supported by DISTRICT, whether supervised by DISTRICT or not, may be or become a nuisance to other Park users, neighboring property owners or SAMLARC.

1.03.2 Vehicles. No vehicle access on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.3 Animals. No right or permission to bring an animal or animals of any kind or type, on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.4 Construction. No right or permission to construct, install, or erect any structure, device or other item, regardless of size, use or function, whether temporary or permanent on, upon, over or in the Park is granted to DISTRICT by this License.

1.04 Management. SAMLARC will retain the exclusive right to make management decisions concerning the use of the Park. This management right will include the right to establish, amend, implement and enforce reasonable rules and regulations for the use of the Park by its own members of the planned community, and DISTRICT. This management right includes but is not limited to the right to establish the level of maintenance of the Park.

2.01 Term. This License shall begin September 28th, 2010 and end on June 23, 2011. SAMLARC covenants and agrees not to sooner terminate the license granted hereby prior to the ending date specified herein provided DISTRICT has complied and continues to comply with all of the terms of this License, and is not in default under any of the terms and conditions hereof.

3.01 (Intentionally Left Blank)

3.02 Sharing of Expenses. DISTRICT hereby promises, covenants, agrees and commits to pay to SAMLARC the following expenses as a portion of the consideration for the grant of this license:

(a) A proportion of the annual costs and expense of operation and maintenance of the Park. This proportion of the cost will represent a share of the normal and regular operation, maintenance and repair expenses incurred by SAMLARC relative to the Park. These expenses specifically include the cost of operation and maintenance and repair of the DISTRICT use area shown on Exhibit "C" which are part of the license granted to DISTRICT. During the term of this License the amount of these normal costs and expenses payable by DISTRICT is agreed to be Five Thousand Dollars (\$5,000.00).

(b) During the term of this License, DISTRICT shall be responsible for and pay any extraordinary expenses incurred and/or for any abnormal damage done to the Park by DISTRICT beyond the normal wear and tear experienced from everyday use by members of the planned community. In determining the nature and the extent of any abnormal damage to the Park, SAMLARC's landscape contractor whose services are utilized by SAMLARC, shall make the final decision in determining the nature and extent of the abnormal damage. Any and all repair work occasioned by abnormal damage done to the Park by DISTRICT shall be done by SAMLARC's landscape contractor and shall be billed to DISTRICT. DISTRICT shall pay such billing within thirty (30) days of receipt.

(c) Such other expenses and costs as are mutually agreed upon in writing from time to time by SAMLARC and DISTRICT.

3.03 Payment Schedule Period. For this term, the DISTRICT share of annual costs and expenses under this License shall be billed to DISTRICT. Payment in full shall be due no later than October 1, 2010

3.04 Late Charges and Interest. Any payment due hereunder which is paid more than fifteen (15) days after the due date, shall be subject to a 15% late charge which shall be due when levied. Additionally, any payment, including late charges, which is not paid within thirty (30) days of its due date shall be subject to interest at the rate of 12% per annum from the 30th day until the amount shall be paid in full.

3.05 Eliminating Damage to the Park. When an activity of DISTRICT is causing excessive damage to the Park, DISTRICT shall, at the written request of SAMLARC, discontinue such activity. In the alternative, DISTRICT may within thirty (30) days of any such request to discontinue by SAMLARC provide sufficient cash to repair the existing damage and to periodically repair the damage caused by the activity complained of together with a discontinuance of the activity periodically for a sufficient length of time for the repairs to be made by SAMLARC to the damaged areas of the Park. The amount of such cash and the frequency of such repairs shall be set by

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SAMLARC. SAMLARC agrees to give DISTRICT five (5) days written notice of such repair work and the need for DISTRICT to discontinue use of a portion of the Park prior to the repair commencing. Notwithstanding the above, should an emergency arise which requires immediate repair and/or restoration SAMLARC may make such repair and/or restoration with shorter notice or no notice at all to DISTRICT prior to commencing the repairs. SAMLARC agrees to use its best efforts to accommodate the School schedule in making such repairs.

4.01 Priority of Use. During all Regular School Days, and so long as DISTRICT is current in the payment of its obligations under this License and not otherwise in breach of this License, DISTRICT shall be entitled to a priority of use of the Park for the limited Elementary School related Activities, as shown and described on Exhibit "B", during the within specified times: 8:00 a.m. – 2:00 p.m., Monday through Friday, on Regular School Days. The District shall incorporate the Elementary School related Activities on the list of activities in the Monthly Calendar of Use specifying thereon the date, time and activity.

For purposes of this License, "Priority of Use" shall mean that:

(a) SAMLARC will not on Regular School Days schedule nor allow any other individual and/or group to reserve use of the Park as described in Sections 1.01 and 4.01 hereinabove as available for DISTRICT use, during the specified times set out in this Section; and,

(b) SAMLARC may notify the members of the planned community in writing of the times of the DISTRICT use of the Park and advise its members that DISTRICT is entitled to a priority of use. Such written notice need not be a direct mail notification to the owners/residents but may be included in the SAMLARC newsletter or on the SAMLARC website.

(c) It is understood and agreed that no use of the Park by DISTRICT shall change the ownership or nature of the Park to school property.

This language shall not require nor imply that SAMLARC can, nor will, patrol the Park nor remove its members, who may also be using the Park during DISTRICT's priority of use. DISTRICT shall have no right to use the Park for any purpose other than those Elementary School related Activities as shown and described on Exhibit "B", nor outside the Regular School Days and the times specifically provided herein unless they have secured the prior written consent from SAMLARC for a special event.

5.01 Special Events. Should DISTRICT desire to utilize the Park outside the Regular School Days and times specified herein, for a special event and/or in preparation for a special event, which is not listed on Exhibit "B" and which will necessitate the exclusive or priority use of the Park by DISTRICT in preparation and/or in the holding of the special event, then DISTRICT must secure the issuance of a Facilities Use Permit from SAMLARC for such extra use. If a Facilities Use Permit is issued/granted by SAMLARC, the provisions of this License will apply to such special event and/or preparation for a special event.

All special events and/or additional charges for the preparation for and/or the holding of the special event shall be set forth in the written permission granted by SAMLARC to DISTRICT and shall be due and payable prior to holding of the special event. The utilization of the Park by DISTRICT for the preparation and/or the holding, of any such special event, shall be DISTRICT's

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agreement to the payment of the special event charge and an acknowledgment of its reasonableness.

6.01 Capital Improvements to Park. Should DISTRICT desire to make any capital improvements to the Park, DISTRICT may do so only after having secured the prior written consent of the Board of Directors of SAMLARC. All expenses associated with the capital improvement must be borne by DISTRICT exclusively unless SAMLARC agrees to share in the expense. Any such agreement to share in the expense for a capital improvement desired by DISTRICT must be in writing and signed by SAMLARC.

6.02 Limitation on Repairs. DISTRICT shall make no repair(s) to the Park without the prior written consent of SAMLARC except and unless such repairs are of an emergency nature.

7.01 Vandalism. Where vandalism occurs in, on or to the Park during the Regular School Day or during a special event the cost of the repair and restoration necessitated by the vandalism shall be borne by DISTRICT exclusively if the perpetrators are known to be employees, staff, or students of DISTRICT or their guests, invitees and/or agents. Otherwise, the cost of the repair and restoration necessitated by the vandalism shall be shared by DISTRICT and SAMLARC.

7.02 Liability Insurance. DISTRICT shall provide a policy of general liability insurance with respect to the DISTRICT use of the Park in a form, and on such terms as approved by SAMLARC.

This liability policy shall provide coverage for any property damage, bodily injury, personal injury and/or death which occurs or is occasioned due in whole or in part to negligence by DISTRICT.

This insurance policy will be primary and non-contributory as to any SAMLARC owned policies, and SAMLARC requests the right to be notified if there is any termination, cancellation, or non-renewal of that policy.

This policy shall name SAMLARC (including all of its corporate directors, officers and volunteers) and Merit Property Management, Inc. (herein "Merit") as additional insureds. This liability policy shall not permit nor require any contribution from SAMLARC nor any SAMLARC policy of insurance which might also cover the Park. The policy limits shall be at least \$3,000,000 per person, per occurrence in its limits.

7.03 Proof of Insurance. DISTRICT shall provide written evidence of current insurance to SAMLARC no later than October 1, 2010 Any insurance renewal shall meet the requirements of this License. Proof of such insurance shall be sent to SAMLARC, 22342-A, Avenida Empresa, Suite 102-A, Rancho Santa Margarita, CA 92688.

7.04 Indemnification. DISTRICT hereby agrees to indemnify and hold SAMLARC and its managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the negligence of DISTRICT in the use of the Park pursuant to this License. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of SAMLARC.

SAMLARC hereby expressly agrees to indemnify and hold DISTRICT free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the sole negligence, willful misconduct or gross

negligence of SAMLARC in connection with the management, operation and maintenance of the Park. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of DISTRICT.

These indemnity provisions shall extend to claims occurring after this License is terminated as well as while it is in force. DISTRICT and SAMLARC agree that if any action is brought by one against the other to enforce the terms of this License, then the prevailing party in such action shall be entitled to recover from the other party thereto all reasonable attorney's fees and costs of such suit, as determined and ordered by the court.

8.01 Supervision. DISTRICT agrees to provide the same standard and level of supervision of the students within the Park as is provided within the School grounds. DISTRICT shall exercise such control as is necessary to avoid damage to the Park, its landscaping and improvements and/or injury to persons using the Park.

8.02 Rest Room Use. The Park rest rooms are to remain locked at all times and are not to be used by DISTRICT.

8.03 (a) (Intentionally Left Blank)

(b) Park Use Closure Due to Inclement Weather. SAMLARC reserves the right to close any SAMLARC field due to inclement weather. During inclement weather, DISTRICT shall be responsible for obtaining, and abiding by, the Open or Closed decision as posted on the SAMLARC "Mud Line". SAMLARC will make the final decision regarding closures, in its sole and absolute discretion.

The Mud Line number is (949) 448-6217. Park conditions will be posted on this line no later than 7:30 a.m. of the applicable Regular School Day, Monday through Friday. Conditions will be posted earlier as the nature of the inclement weather dictates.

9.01 DISTRICT Contact Person. DISTRICT shall provide the name, address and phone number of an individual who will act as the contact person on behalf of DISTRICT. This contact person must have the authority to act and make decisions on behalf of DISTRICT for all purposes relating to the usage of the Park. The information about the contact person shall be updated as necessary by written notice to SAMLARC. The DISTRICT contact person is: Cary Brockman, Director of Facilities Planning, 33122 Valle Road, San Juan Capistrano, CA 92675-4792, (949) 234-9449.

9.02 SAMLARC Contact Person. SAMLARC shall provide the name, address and phone number of a person for DISTRICT to contact in order to make inquiries and provide information and assurances. The information about the contact person shall be updated as necessary by written notice to DISTRICT. The initial SAMLARC contact person is: Candice Fullenkamp, Executive Director, Merit Property Management, 22342-A, Avenida Empresa, Suite 102-A, Rancho Santa Margarita, California 92688 - Direct: 949-209-5075 - cfullenkamp@meritpm.com

9.03 Communication. In recognition of the need to resolve problems quickly and because of the proximity of the Park, the School and the homes of the SAMLARC members, DISTRICT and SAMLARC agree to promptly respond to all communications (whether written, or oral, by mail or electronic) within twenty (20) calendar days of sending by the other party. Should follow-up (whether written or oral) communication be required, such follow-up will be completed within thirty (30) calendar days of the other parties' prior communication. Both party's to this License agree to use

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District Limited Use License Agreement
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their best efforts to resolve any problems which arise (whether related to this License or otherwise) as quickly as possible. Failure by either party to promptly communicate with one another shall be a breach of this License.

10.01 Breach. In addition to causes or reasons described hereinabove, the following shall be deemed a breach of the within License.

(a) The failure to pay any sum levied by SAMLARC within thirty (30) days of its due date;
(b) The late payment of any two billings within any twelve (12) month period. This Section is intended to include levied annual costs, expenses, late charges, and/or unpaid interest that may be late from a prior and/or subsequent License period as well as any of those which may be levied during the terms of this License.

(c) The failure by SAMLARC or DISTRICT to fulfill any non-monetary obligation and/or promise made and/or undertaken hereunder where such failure continues more than thirty (30) days after written notice thereof is given.

(d) The failure of SAMLARC to provide priority use of that portion of the Park covered by this License.

11.01 Assignability. Neither SAMLARC nor DISTRICT may assign this License or any of the rights or obligations hereunder without the express written consent of both of the parties to this License.

11.02 Waiver of Rights and Obligations. No waiver of any right or obligation provided or required under this License, may be effective unless executed in writing by the party relinquishing the right or excusing the obligation. Any such waiver of a right or obligation under this License shall be limited to the specific right or obligation set out in the written waiver and shall not be considered to have waived any other section or sections of this License that are not specifically set forth in the written waiver.

11.03 Applicable Laws. This License shall be interpreted, construed, enforced and governed by the laws of the State of California.

11.04 Recording Not Permitted. Neither party to this License may record either this document or a purported summary of this document without the express written consent of the other.

11.05 Entire Agreement. The written expression of this License contains the entire understanding of the parties hereto with respect to this License. No statements, promises or understandings of any kind not contained herein were made to or by either of the parties thereto unless expressly set forth within this License. All exhibits which are referenced herein (Exhibits "A" through "D") are hereby incorporated into this License as though fully set forth herein.

11.06 Modification. No supplement, modification or amendment to this License may be made unless contained within a written expression of such modification, supplement or amendment signed by both of the parties to this License.

11.07 Attorney's Fees. Should it be necessary to file an action at law or in equity to interpret and/or enforce the provisions of this License, the prevailing party shall be entitled to reasonable attorney's fees together with the costs of the suit, if so ordered by the Court.

11.08 Representation of Authority. Each party hereto warrants and represents that all of the actions, steps and/or resolutions necessary to empower the signer to make and enter into this

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District Limited Use License Agreement
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License by and on behalf of each of the parties hereto has been fully and faithfully taken so as to authorize and bind each of the respective parties to this License.

11.09 Mediation Prior to Litigation. Each party to this License agrees that prior to any litigation brought to enforce any term of this License, the Parties will first make a reasonable attempt to mediate the dispute through non-binding mediation.

The Association:

The District:

**RANCHO SANTA MARGARITA
LANDSCAPE AND RECREATION
CORPORATION**

Capistrano Unified School District

By: _____
Donald S. Chadd, President

By: _____
Ronald N. Lebs, Deputy Superintendent,
Business & Support Service

By: _____
Cindy Cossairt, Secretary

Date: _____

Date: _____

Address: 22342-A, Avenida Empresa, Suite 102 – A
Rancho Santa Margarita, CA 92688

Address: 33122 Valle Road
San Juan Capistrano, CA 92675-4792

Phone: 949/209-5085

Phone: 949-234-9449

Fax: 949/589-6603

Contact Person: Cary Brockman

Contact Person: Candice Fullenkamp

Email: CBROCKMAN@capousd.org

Email: cfullenkamp@meritpm.com

EXHIBIT A
(8 of 16)

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September 28, 2010

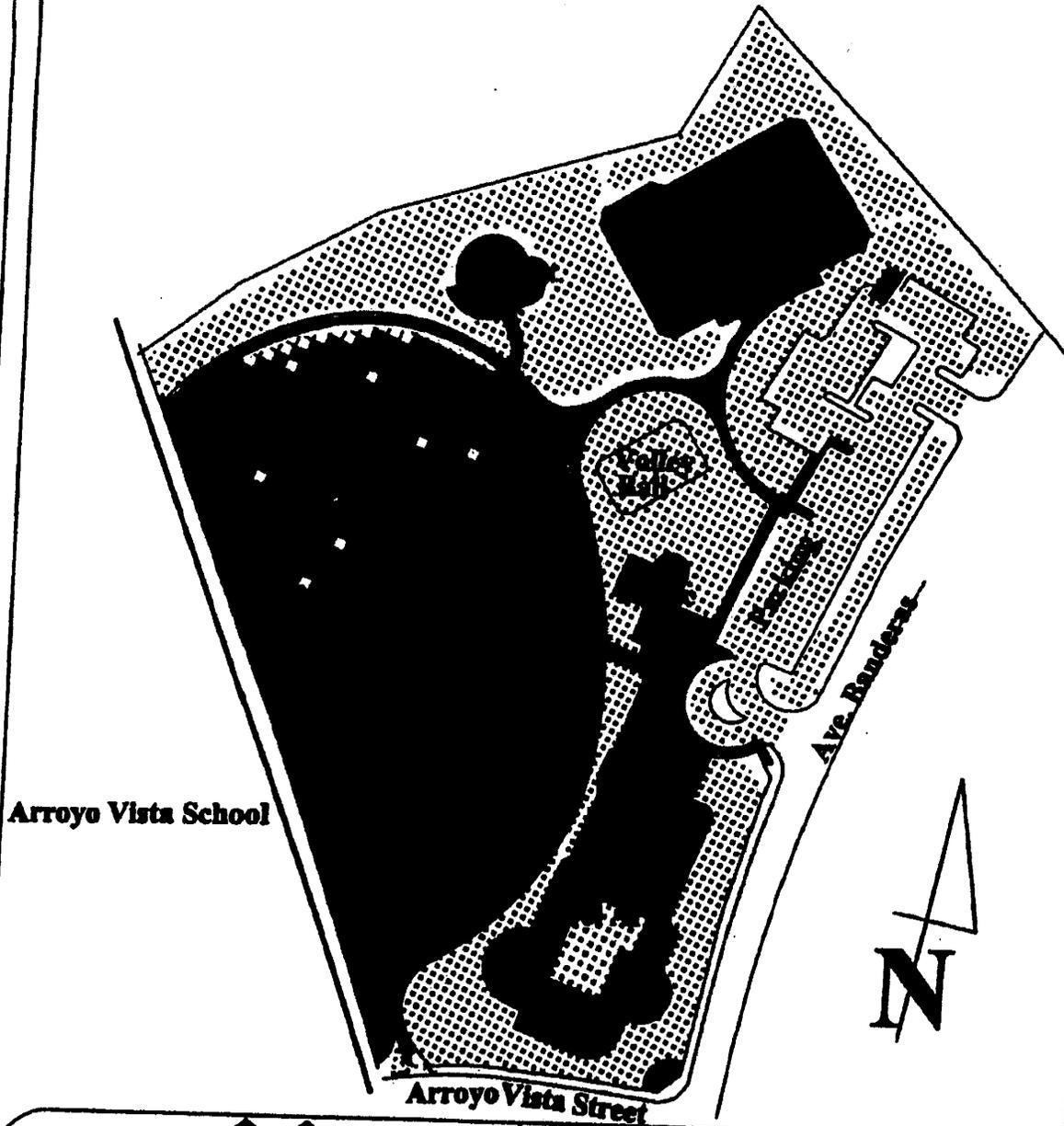
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EXHIBIT B

ARROYO VISTA ELEMENTARY SCHOOL ESTIMATED USE OF PARK 2010-2011

Grade	Number of Students (Approximate)	Activities	Time Frame
Kindergarten	100	Teddy Bear Picnic (one time in spring)	90 Minutes a.m. 90 Minutes p.m.
Grade 1	100	Bug Hunt (twice in September) Kickball (2days per week – one month in spring) End of Year Party (June)	2.5 Hours
Grade 2	120	One Activity (spring)	2.5 Hours
Grade 3	100	Kickball (twice a month or less)	30 Minutes
Grade 4	125	Kickball (once a week, one ball field) Gold Rush Days (spring) Junior Olympics (spring activity with fifth grade)	60 Minutes 1 School Day 4 School Days
Grade 5	135	Daily Activities – run around perimeter Softball/Kickball/Field Activities- (two days per week, one ball field) Colonial Day (one time activity in February or April) Junior Olympics – (spring activity with fourth grade) Softball: Staff vs. 5 th Grade – June (one time activity) Softball Practice for above game (one month prior, three times a week approximately 20 students) Year-end 5 th Grade Celebration (one day)	2 School Days 4 School Days

EXHIBIT C



Arroyo Vista School

Arroyo Vista Street

Ave. Bandejas



Arroyo Vista Park



Proposed School Use Areas



Proposed School Fitness Route

NOT PART OF LICENSE

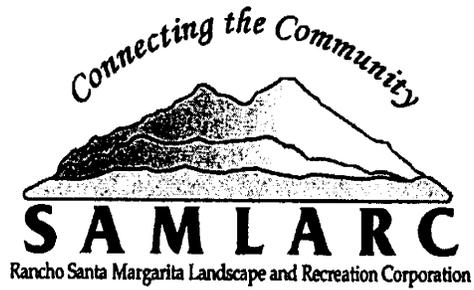


EXHIBIT D

Detailed Use Guidelines – Sports Fields

- **No. 8 – Preventive Maintenance – Soccer/Football Practices**
- **No. 9 - Inclement Weather Sports Field Close Down**
- **No. 16 – One-Time Use of Sports Fields**

**EXHIBIT A
(12 of 16)**

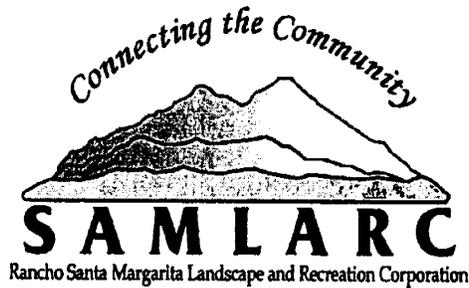


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 8 – Preventive Maintenance – Soccer/Football Practices

This section describes the permit holder's obligation and responsibility for practicing preventative maintenance at all practice sessions held on SAMLARC soccer or football Park Sports Fields.

1. The permanent game goals must not be used during practices in order to prevent goal mount turf destruction.
2. Alternate goal systems must be employed in other non-game goal-mount areas. Alternate systems include cones, portable goals, etc.
3. Set drills must be practiced both in different, alternating areas and, purposely away from visibly "worn" turf areas.
4. No vehicles or other heavy equipment of any type is allowed on park turf surfaces.
5. The Use Guideline No. 9 - Inclement Weather Park Shut Down must be adhered to for inclement weather conditions.

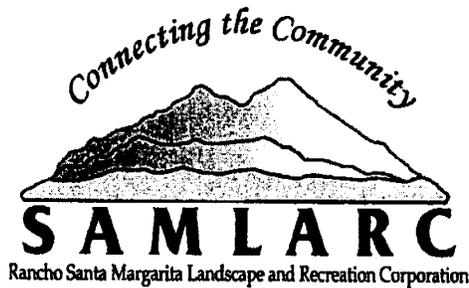


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 9 - Inclement Weather Sports Field Close Down

SAMLARC reserves the right to close any SAMLARC Park Area and/or Park Sports Field due to inclement weather. The SAMLARC Parks Use Manager will make the final decision regarding closures, in his/or hers sole and absolute discretion.

The following Sports Field closure policy and criteria will be used, and must be followed by any and all organizations using SAMLARC Parks and Parks Sports Fields. The purpose of this policy and criteria is to encourage each organization and its members to develop a sense of responsibility towards protecting the Sports Fields.

1. SAMLARC has established a phone call-in “Mud Line” for posting information regarding Sports Field playability. Field closure status should not be obtained from any other source. However, the “message” will be sent to all those affected. Also, the “message” will be posted on the SAMLARC web site.
 - a. The “Mud Line” number is: 949-448-6217
 - b. Field conditions will be posted no later than 1PM of each day, Monday through Friday.
 - c. Weekend conditions will be posted no later than 5pm on Friday.
2. It will be the Parks Use Manager’s duty to inspect Sports Field during, after, or pending inclement weather.
3. If it is determined that Sports Field(s) should be closed and is so posted on the “Mud Line”, “Field Closed” signs will be put on closed field(s). It then becomes the user’s responsibility to obtain, disseminate, and assure compliance with, the Mud Line-posted playability instructions.
4. Field closures decisions shall be based on the following:
 - a. No practices or games may take place while rain is in progress. Use can be resumed at the discretion of the on-site official in charge.
 - b. There is no automatic hours-of-rain shut down. Each day, each park, each field will be considered separately in the sole and exclusive discretion of the SAMLARC Park Use Manager with inputs from the Landscape Contractor.
 - c. Park Sports Fields may be closed for multiple days as deemed necessary by current inclement weather conditions.
 - d. Closure of specific Sports Field types shall be determined using (principally but not exclusively) the following criteria:

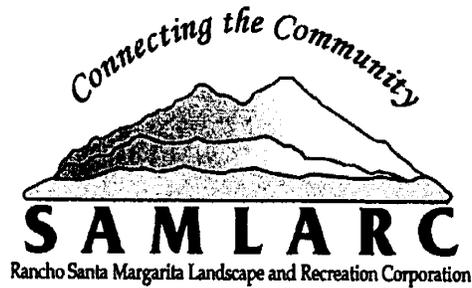


EXHIBIT D

Detailed Use Guidelines – Sports Fields

- (1) Brick dust ball diamonds - (softball or baseball). If the brick dust is muddy and/or slippery, preventing sure-footed running or proper consistent ball bounce, then the diamond will be closed for play. The determining factor: Infield play integrity and safety.
 - (2) Grass/Turf field- (soccer or football). If the water has collected on established grass, or if bare ground is muddy and slippery, or if partially established grass is soft due to rains - the grass field will be closed for play. The determining factor: Destruction of turf, and safe play integrity.
 - (3) Rule of Thumb. If a brick dust ball diamond is not playable due to the criteria listed above, the outfield grass of that diamond (used for soccer or football) is not playable.
5. The above policy and criteria does not preclude any user organization from stopping use on their own during inclement weather conditions. If the weather conditions do not warrant a "Field Closed" decision prior to the "mud Line" posting times (1:00pm weekdays, 5:00pm Fridays), the user organization has the ability and responsibility to subsequently make decisions based on the criteria above. Failure to do so may result in loss of permit use authorization. The mudline message will reflect this requirement.

This especially applies to weekend use where posting is done Friday evenings. User organizations are encouraged to develop their own weekend game-day rainout procedures for closing fields.

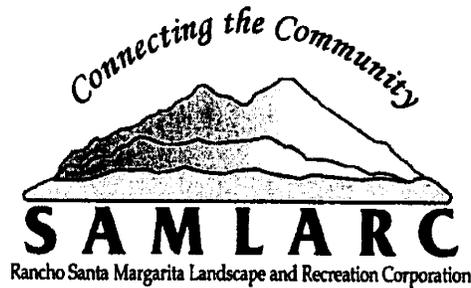


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 16 – One-Time Use of Sports Fields

This Guideline provides the specific instructions to follow for Priority IV groups when using SAMLARC Sports Field facilities. These include baseball, softball, and soccer fields; and, basketball and volleyball courts. All Detailed Use Guidelines are ancillary to the general SAMLARC Policies and Guidelines, Section V.A., I., and J.

1. Use of a snack bar or amplified sound is not permitted.
2. No additional equipment, modifications, prepping, signage, banner postings, dugout covers, bleachers, platforms, etc., are to be made, kept, displayed, or brought on, to the park Sports Fields or courts. The permitted area must be used as is.
3. The permittee is responsible for insuring that all sports equipment used during the use of this permit is used as instructed by the equipment manufacturer.
4. No cars or trucks are allowed on the park.
5. Hitting baseballs or softballs against any backstop or side fencing is not allowed.
6. If night lighting is permitted, SAMLARC shall be solely responsible for setting of lights ON and OFF.
7. It is the responsibility of permittee to call "Mud Line" (949-448-6217) to determine if fields are open for use during inclement weather conditions. Permittee must abide by the decision posted.
8. Any in-use malfunctions (lights, circuit breakers, and sprinklers) must be reported to SAMLARC immediately and handled as determined by SAMLARC personnel. Permittee shall not attempt to correct the malfunction.
9. Any Sports Field irregularities such as loose bases, exposed plate edges, etc., should be reported to the SAMLARC Park Use Manager immediately
10. Any unusual problem that requires immediate notification of police or fire department is responsibility of permittee. The SAMLARC Parks Use Manager should be notified within 24 hours.
12. At the conclusion of use, the area used must be cleaned up. The criterion is that the park must look as though no one had been there.
13. All trash must be deposited in the trash receptacles located throughout the park site.
14. If receptacles are full, trash is to be put in tightly secured trash bags to be supplied by the permittee and placed next to any trash receptacle for pickup.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **AUTHORIZATION TO ENTER INTO A LEASE/PURCHASE FINANCING AGREEMENT WITH KEY GOVERNMENT FINANCE, CISCO CAPITAL'S FINANCING PARTNER**

BACKGROUND INFORMATION

Approximately nine years ago, four schools in the Ladera Ranch community provided a voluntary Learning with Laptops program for their third through eighth grade students. Starting with Chaparral Elementary in 2001, followed by Ladera Ranch Elementary, Ladera Ranch Middle, and Oso Elementary, the Learning with Laptops program has offered students the option of bringing an Apple laptop to school to support learning. Today, more than 5,000 students have participated in this voluntary program, with Tesoro High School planning to follow suit this upcoming school year. With ever-changing technology and the evolution of the Internet in the past decade, the majority of the networking hardware at each of these campuses is unable to deliver reliable wireless connectivity for the students to access the World Wide Web. Working with the District, the schools have developed a network hardware refresh plan to upgrade the infrastructure to not only meet today's technological demands, but those of the future as well.

CURRENT CONSIDERATIONS

This agenda item requests approval of the lease/purchase financing agreement with Key Government Finance, Cisco Capital financing partner, for networking equipment, services, and support to upgrade the infrastructure at the Learning with Laptops schools (Exhibit A). The agreement includes the schedules, terms, and services provided, and has been approved by legal counsel. The five-year lease/purchase is an agreement for Cisco services, support, and equipment for \$253,955.84. The fixed interest rate on this agreement is 3.20%. Two payment schedules have been developed to divide the cost of the project between the sites and the District. The financial implications of the District core networking hardware upgrades were previously authorized as part of the District's budget approval process.

FINANCIAL IMPLICATIONS

Fiscal Impact: \$253,955.84

Funding Sources: General Fund - \$157,118.34
Tesoro High School Gift Account - \$25,993.00
Ladera Ranch Middle School Gift Account - \$17,675.79
Ladera Ranch Elementary School Gift Account - \$17,675.79
Chaparral Elementary School Gift Account - \$17,789.55
Oso Elementary School Gift Account - \$17,703.37

STAFF RECOMMENDATION

It is recommended the Board approve authorization to enter into a lease/purchase financing agreement (Exhibit A) with Key Government Finance, Cisco Capital's financing partner, to upgrade and expand the networking infrastructure of the Learning with Laptops schools.



Key Government Finance, Inc.
1000 South McCaslin Boulevard
Superior, CO 80027-9456

Wednesday, November 17, 2010

Capistrano Unified School District
Gabe Salinas
33122 Valle Road
San Juan Capistrano, CA 92675

Re: Key Government Finance, Inc.

Dear Mr. Salinas:

Enclosed, please find two (2) sets of financing documents for your review and execution. (If these documents were emailed to you, please print out two (2) sets.) Execute both sets and return all of the originals to my attention. **The original sets of the executed documents are required prior to funding your transaction. To expedite the return of these documents, please overnight them to me using Key Government Finance's FedEx account #129905042, and send to:**

KEY GOVERNMENT FINANCE, INC. ATTN: JANICE THOMAN
1000 S. MCCASLIN BLVD, SUPERIOR, CO 80027.

Only the person with Signing Authority should execute the documents. For verification of original documents, please execute in blue ink. Upon closing, Key Government Finance will return a fully executed original set for your files.

Please Note: All fully executed documents must be returned no later than Tuesday, December 14, 2010; otherwise, the transaction is subject to re-pricing.

Please refer to the enclosed Document Checklist when preparing the documents.

Executed documents required for funding are:

1. Tax-Exempt California Abatement Lease/Purchase Agreement
2. Property Schedule to Tax-Exempt California Abatement Lease/Purchase Agreement
3. Exhibit B - Certificate of Acceptance
4. Exhibit C - Lessee's Counsel's Opinion
5. Exhibit D - Lessee's Certificate
6. Exhibit E - Bank Qualified Tax Exempt Obligation
7. Certificate of Insurance and proof of Abatement Insurance - ***Both are required prior to funding.***
8. Notification of Tax Treatment with Tax Exemption Certificate or Letter - ***Required for annual state tax audits.***
9. Invoicing Instructions - ***Required in order to ensure that invoices are directed to the proper area in your organization.***
10. Escrow Agreement

An IRS form 8038-G or 8038-GC will be required for this transaction. Please consult with your Legal/Bond Counsel for instruction to complete this form. The original form will be required for funding, which we will submit to the IRS on your behalf. Or, you may submit the original completed form to the IRS directly. KGF will require a copy of the completed form and proof of filing prior to funding.

Please contact me at 720-304-1636 with any questions or concerns you may have.

Sincerely,
Janice Thoman, Account Manager

EXHIBIT A
(1 of 30)

DOCUMENTATION CHECKLIST

- Tax-Exempt California Abatement Lease/Purchase Agreement**
- Property Schedule to Tax-Exempt California Abatement Lease/Purchase Agreement***
- Exhibit B** – Certificate of Acceptance to Tax-Exempt California Abatement Lease/Purchase Agreement. ***The date of Acceptance will need to be filled in*** with the date the equipment is installed and accepted.
- Lessee's Counsel's Opinion** - Exhibit C. Exhibit C is the standard legal opinion used by Key Government Finance, Inc.. This opinion will need to be processed by your attorney on their letterhead. Your attorney will want to review the Lease/Purchase Agreement.
- Lessee's Certificate** - Exhibit D. Please fill in the date of the meeting of the governing body, referenced in section one. We would also like a copy of those minutes or board resolutions for our files.
- Request for Certificate of Insurance & proof of Abatement Insurance** – Please fill out the form and fax it to your insurance company. (Both are required prior to funding.)
- Notification of Tax Treatment** - Please provide your State of Sales/Use Tax Exemption Certificate.
- Invoicing Instructions** – The information you provide enables us to invoice you correctly.
- Bank Qualified Tax Exempt Obligation** – Please execute.
- Escrow Agreement**
Please keep copies of Exhibit A (Form of Requisition of Costs of Property) and Schedule 1 (Disbursement Schedule). When you are ready to disburse funds from Escrow, you will need to sign and fill in both Exhibit A and Schedule 1. Along with those 2 forms, we will need copies of invoices. Exhibit 5 (Acceptance Certificate) will need to be filled out when the project is complete and it is your final payment request.
- Invoice for 1st Payment** – Required for funding. **First payment is due 12-7-10.**
- IRS Form 8038-G or 8038-GC** – Blank forms provided for your use – consult with your Legal/Bond Counsel.

*The items above marked with an asterisk require a signature in the presence of a witness/attestor. The attesting of the signature does not require a notary, but the signature of a person present at the time the document is signed.

Tax-Exempt California Abatement Lease/Purchase Agreement, Dated 12/7/2010

Accepted by Lessor:
Key Government Finance, Inc. 1000 South McCaslin Blvd. Superior, CO 80027
By:
Name:
Title:

Agreed to by Lessee:
Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675
By:
Name:
Title:

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby rents from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt California Abatement Lease / Purchase Agreement together with the Property Schedule shall be defined as the Agreement.

LEASE TERM: The Lease Term of the Property listed in the Property Schedule shall begin upon the commencement date, as noted in the Property Schedule to Tax-Exempt Lease/Purchase Agreement, and continue for the time period set forth in the Property Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO ABATEMENT SET FORTH HEREIN, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Should Lessee fail to duly pay any part of any Lease Payment or other sum to be paid to Lessor under this Agreement on the date on which such amount is due hereunder, then Lessee shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. In addition, at its own expense, Lessee shall maintain rental interruption insurance, which shall not be self-insurance, in an amount equal to the principal component of the Lease Payments due under this Agreement during the forthcoming two years. Insurance proceeds from rental interruption insurance shall be paid to Lessor and shall be credited toward payment of the Lease Payments payable under this Agreement with respect to which the rental interruption occurred. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Property will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or

business of any person or entity, by the federal government or for any personal, family or household use. Lessee's need for the Property is not expected to diminish during the term of the Agreement. (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it covenants, subject to abatement, to appropriate funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement. (f) The Lessee shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement. The Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement. (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

INDEMNIFICATION OF LESSOR: To the extent permitted by law, Lessee shall indemnify and save Lessor harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, the Property by Lessee, (b) any breach or default on the part of Lessee in the performance of any of its obligations under this Agreement or any other agreement made and entered in connection with the lease of the Property, (c) any act of negligence of Lessee, or its successors or assigns, or any of its agents, contractors, servants, employees, or licensees with respect to the Property, (d) the acquisition, delivery, and acceptance of the Property, (e) the actions of any other party including, but not limited to, the ownership, operation, or use of the Property by Lessee, or (f) Lessor's exercise and performance of its powers and duties hereunder. No indemnification will be made for negligence or breach of duty under this Agreement by Lessor, its directors, officers, agents, employees, successors, or assignees. Lessee's obligations under this Section shall remain valid and binding notwithstanding termination or assignment of this Agreement.

RENTAL ABATEMENT: Except to the extent of (a) amounts held in an escrow, trust or agency account to make Lease Payments, or (b) amounts received in respect of rental interruption insurance or liquidated damages, Lease Payments due under this Agreement shall be abated during any period in which, by reason of material damage, destruction or condemnation, there is substantial interference with the use and right of possession by Lessee of the Property subject to this Agreement, or a material portion thereof. The amount of abatement shall be such that the resulting Lease Payments represent fair consideration for the use and possession of the portions of the Property not damaged, destroyed or condemned. Such abatement shall continue for the period commencing with the date of such damage, destruction or condemnation and ending with the restoration of the affected Property to a condition which will permit the affected Property to be used substantially as intended. In the event of such damage, destruction or condemnation, this Agreement shall continue in full force and effect, except as set forth herein. Lessee waives the benefits of Cal. Civ. Code §§ 1932(2) and 1933(4), as they may be amended from time to time, and any and all other rights to terminate this Agreement by virtue of any such damage or destruction.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder. Such assignees may include trust agents for the benefit of holders of certificates of participation.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) Default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Lessee of any or all items of Property wherever found and for this purpose enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise; (d) declare all unpaid Lease Payments and other sums payable hereunder during the current fiscal year of the Lease Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Lessor shall be entitled under applicable law; and (e) without terminating the Agreement, Lessor may annually bring legal proceedings against Lessee for the Lease Payments due under the Agreement to the end of the then current budget year, together with Lessor's costs and expenses associated with taking such action, including attorneys fees. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

Property Schedule to Tax-Exempt California Abatement Lease/Purchase Agreement

This **Property Schedule** is entered into pursuant to Tax-Exempt California Abatement Lease/Purchase Agreement dated as of 12/7/2010 between Lessor and Lessee.

1. Interpretation. The terms and conditions of the Tax-Exempt California Abatement Lease/Purchase Agreement (the "Agreement") are incorporated herein.
2. Property Description. The Property subject to this Property Schedule is described in Exhibit A, attached hereto.
3. Commencement Date. The Commencement Date for this Property Schedule is 12/7/2010.
4. Term and Payments. Lease Term and Lease Payments are per the table below. If the Payment Due Dates are not defined, they shall be defined as the first day of each annual period in the table below commencing with the Acceptance Date as stated in the Certificate of Acceptance, attached as Exhibit B, hereto. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit D. In lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used.
5. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by 12/14/2010.
6. Property Cost. The total acquisition cost of the Property is \$253,955.84
7. Opinion of Counsel. Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit C, hereto.

Payment No.	Payment Due Date	Lease Payment	Principal Portion	Interest Portion	Concluding Balance (with Lease Payment on Due Date)
1	7-Dec-2010	54,031.36	54,031.36	0.00	205,922.22
2	7-Dec-2011	54,031.36	47,651.17	6,380.19	156,841.52
3	7-Dec-2012	54,031.36	49,171.86	4,859.50	106,194.50
4	7-Dec-2013	54,031.36	50,741.08	3,290.28	53,931.19
5	7-Dec-2014	54,031.36	52,360.38	1,670.98	0.00

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Lessor: Key Government Finance, Inc.
By:
Name:
Title:

Lessee: Capistrano Unified School District
By:
Name:
Title:

Attest By:
Name:
Title:

EXHIBIT A

Property Description

Property as described in the following AMS NET Orders:

Chaparral

Qty	Description	Part Number
	Products Chaparral Wireless Network Upgrade Core Network	
	Wireless	
2	802.11a/g/n Ctrlr-based 10APs w/CleanAir; Ext; Cisco Systems Inc. Cisco Aironet Wireless Networking	AIR-CAP3502I-AK910
	Cables	
45	CAT.5E 14FT. BLUE BLF CORP PATCH CORDS COPPER Patch Cable - Copper	BL514E-BU
45	CAT.5E 3FT. BLUE BLF CORP PATCH CORDS COPPER Patch Cable - Copper	BL503E-BU
	Product Total	
	Labor	
1	Wireless Controller Professional services provided by AMS.NET for the installation and configuration of WLAN controller to provide security and management of the AP's in the designated locations. Complete Testing.	
	Does not include AP installation, Switch installation or configuration.	

District Office

Qty	Description	Part Number
	Products	
32	Cat2960S 24 10/100/1000 PoE, (4)1GB, 370W AC Base Cisco Systems Inc. Cisco Catalyst 2960S Switches (Cisco Only)	WS-C2960S-24PS-L
4	802.11a/g/n Ctrlr-based 10APs w/CleanAir; Ext; Cisco Systems Inc. Cisco Aironet Wireless Networking	AIR-CAP3502I-AK910
1	Two 5508 Series Controller for up to 250 APs (Bun) Cisco Systems Inc. Cisco Airespace Wireless Networking	AIR-CT5508-250-2PK

Ladera Ranch

Qty	Description	Part Number
	Products Ladera Ranch ES Wireless Network Upgrade Core Network Wireless 2 802.11a/g/n Ctrlr-based 10APs w/CleanAir; Ext; Cisco Systems Inc. Cisco Aironet Wireless Networking	AIR-CAP3502I-AK910
12	Cables CAT.5E 14FT. BLUE BLF CORP PATCH CORDS COPPER Patch Cable - Copper	BL514E-BU
12	CAT.5E 3FT. BLUE BLF CORP PATCH CORDS COPPER Patch Cable - Copper	BL503E-BU
	Product Total Labor 1 Wireless Controller Professional services provided by AMS.NET for the installation and configuration of WLAN controller to provide security and management of the AP's in the designated locations. Complete Testing. Does not include AP installation, Switch installation or configuration.	

Ladera Ranch

Qty	Description	Part Number
	Products Ladera Ranch MS Wireless Network Upgrade Core Network Wireless 2 802.11a/g/n Ctrlr-based 10APs w/CleanAir; Ext; Cisco Systems Inc. Cisco Aironet Wireless Networking	AIR-CAP3502I-AK910
12	Cables CAT.5E 14FT. BLUE BLF CORP PATCH CORDS COPPER Patch Cable - Copper	BL514E-BU
12	CAT.5E 3FT. BLUE BLF CORP PATCH CORDS COPPER Patch Cable - Copper	BL503E-BU
	Product Total Labor	

1 **Wireless Controller**
Professional services provided by AMS.NET for the installation and configuration of WLAN controller to provide security and management of the AP's in the designated locations. Complete Testing.
Does not include AP installation, Switch installation or configuration.

Oso Grande

Qty	Description	Part Number
	Products Oso Grande Wireless Network Upgrade Core Network	
2	Wireless 802.11a/g/n Ctrlr-based 10APs w/CleanAir; Ext; Cisco Systems Inc. Cisco Aironet Wireless Networking	AIR-CAP3502I-AK910
20	Cables CAT.5E 14FT. BLUE BLF CORP PATCH CORDS COPPER Patch Cable - Copper	BL514E-BU
20	CAT.5E 3FT. BLUE BLF CORP PATCH CORDS COPPER Patch Cable - Copper	BL503E-BU
	Product Total	
	Labor	
1	Wireless Controller Professional services provided by AMS.NET for the installation and configuration of WLAN controller to provide security and management of the AP's in the designated locations. Complete Testing. Does not include AP installation, Switch installation or configuration.	

Tesoro High School

Qty	Description	Part Number
	Products Tesoro High School Wireless Network Upgrade Core Network	
3	Wireless 802.11a/g/n Ctrlr-based 10APs w/CleanAir; Ext; Cisco Systems Inc. Cisco Aironet Wireless Networking	AIR-CAP3502I-AK910
	Cables	

12	CAT.5E 14FT. BLUE BLF CORP PATCH CORDS COPPER Patch Cable - Copper	BL514E-BU
12	CAT.5E 3FT. BLUE BLF CORP PATCH CORDS COPPER Patch Cable - Copper	BL503E-BU
	Product Total	
	Labor	
1	Wireless Controller Professional services provided by AMS.NET for the installation and configuration of WLAN controller to provide security and management of the AP's in the designated locations. Complete Testing. Does not include AP installation, Switch installation or configuration.	

EXHIBIT A
(9 of 30)

EXHIBIT B
Certificate of Acceptance to Tax-Exempt California Abatement Lease/Purchase Agreement

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: Tax-Exempt California Abatement Lease/Purchase Agreement dated 12/7/2010 between Key Government Finance, Inc. and Capistrano Unified School District

Ladies and Gentlemen:

In accordance with the above-referenced Tax-Exempt California Abatement Lease/Purchase Agreement (the "Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, Key Government Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as such term is defined in the Master Agreement) exists at the date hereof.

Date: _____

Capistrano Unified School District
as Lessee

By: _____

Name: _____

Title: _____

EXHIBIT C

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

[Address to Lessor and Lessee]

RE: Agreement between Key Government Finance, Inc. and Capistrano Unified School District.

Ladies and Gentlemen:

We have acted as special counsel to Capistrano Unified School District ("Lessee"), in connection with the Tax-Exempt California Abatement Lease/Purchase Agreement dated as of 12/7/2010, between Capistrano Unified School District, as Lessee, and Key Government Finance, Inc. as Lessor, and any amendment or addendum thereto, if any (together, the "Agreement"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.

3. All proceedings of Lessee and its governing body relating to the authorization and approval of the Agreement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

4. The Agreement has been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

5. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Agreement and the Property Schedule.

Very truly yours,

By: _____

EXHIBIT D

Lessee's Certificate

Re: Tax-Exempt California Abatement Lease/Purchase Agreement, together with the Property Schedule between Key Government Finance, Inc. and Capistrano Unified School District.

The undersigned, being the duly elected, qualified and acting _____ of the Capistrano Unified School District ("Lessee") do hereby certify, as of 12/7/2010, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held _____ by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Tax-Exempt California Abatement Lease/Purchase Agreement, together with the Property Schedule (the "Agreement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL (Official who signed the documents.)	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And/ Or		

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Agreement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof with respect to this Agreement.

5. The acquisition of all of the Property under the Agreement has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoy in the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on, the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

Capistrano Unified School District
Attest By:
Title:
SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE.

EXHIBIT E

Bank Qualified Tax-Exempt Obligation

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: Tax Exempt California Abatement Lease/Purchase Agreement between Key Government Finance, Inc. and
Capistrano Unified School District

Qualified Tax-Exempt Obligation

Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$30,000,000.

Lessee: Capistrano Unified School District
By:
Name:
Title:

****Please fill out this form and fax it to your insurance company****

Request for Certificate of Insurance

TO:

Insurance Carrier: (Name) _____
(Address) _____
(Address) _____
(Contact Name) _____
(Contact Phone) _____
(Contact Fax) _____

FROM:

Customer/Lessee: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Contact Name: Gabe Salinas
Contact Phone: (949) 234-5511
Contact Fax: (949) 487-5431

Capistrano Unified School District is in the process of financing certain networking equipment with Key Government Finance, Inc..

Capistrano Unified School District requests that Key Government Finance, Inc. be listed as "Key Government Finance, Inc., their successors and assigns" and that it be named ADDITIONAL INSURED as to liability coverage and LOSS PAYEE as to property coverage. A copy of said certificate should be forwarded to Key Government Finance, Inc. as described below.

NOTE: Coverage is to include:

- (1) insurance against all risks of physical loss or damage to the Equipment;
- (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage of not less than \$1,000,000; and
- (3) if applicable, automobile liability coverage of not less than \$3,000,000.
- (4) Abatement Insurance/Rental Interruption Insurance also required.

Key Government Finance, Inc. is to receive **30 days** prior written notice of cancellation or material change in coverage. **Qualifying language such as "endeavor to provide"; "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representative" or the like will NOT be accepted and will delay funding.**

1. Please **FAX** this completed information to:
Key Government Finance, Inc.
Janice Thoman, Account Manager
Phone Number: 720-304-1636
Fax Number: 866-840-3016
2. Please **MAIL** a Certificate of Insurance to:
Key Government Finance, Inc.
Janice Thoman
1000 S. McCaslin Boulevard
Superior, CO 80027
3. Please **CONTACT** the Account Manager:
✓ When faxing this Certificate.
✓ If this cannot be completed today.
✓ If you have any questions.

EXHIBIT A
(14 of 30)

Notification of Tax Treatment

Key Government Finance, Inc. is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if you feel that your lease is subject to tax or whether a valid exemption exists.

 X **I agree that my lease is subject to sales/use tax.**

_____ I am exempt from sales/use tax and I have attached a completed exemption certificate to Key Government Finance, Inc.

_____ I have previously provided a completed exemption certificate to Key Government Finance, Inc. which is valid for this transaction.

_____ I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.

_____ I have a valid abatement or property tax exemption (documentation attached).

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area? _____

Additional comments:

Lessee: Capistrano Unified School District
By:
Name:
Title:

Escrow Disbursement Instructions for Tax-Exempt financing

In reference to your equipment financing, we will be depositing the financing proceeds directly into an escrow account. This account will provide you with the ability to disburse funds incrementally (either directly to vendors or to reimburse yourself) based on equipment invoices (any \$ size and frequency). You will control the disbursement of funds by completing the attached documents.

Escrow Disbursements – The following are the steps that you will need to take when making disbursements of proceeds from your escrow account:

1. Complete and sign **Exhibit A** "FORM OF REQUISITION OF COSTS OF PROPERTY". This needs to be on your letterhead.
 2. Complete and sign – **Schedule 1** "DISBURSEMENT SCHEDULE" complete with payment information.
 3. Attach – Invoice(s) from the Vendor(s).
 4. Mail a completed and signed copy of the **Exhibit A, Schedule 1 and the Vendor invoices** to my attention at the address listed below.
- **Note: If the disbursement from the escrow is for the reimbursement of funds already expended, you must attach proof of payment (front and back of cancelled checks).**

****PLEASE NOTE THAT WE MUST RECEIVE THE ORIGINAL DOCUMENTS****

Once you are ready to do the final disbursement out of the Escrow account:

- Final Disbursement – Include the signed and dated original of the **Exhibit 5** "ACCEPTANCE CERTIFICATE" (this document was part of your original document package), along with the Exhibit A "FORM OF REQUISITION OF COSTS OF PROPERTY" and the rest of the attachments needed. Additionally, please include a letter stating that this is the final disbursement and that you wish to close the Escrow account.
- If there is any money remaining in the Escrow account, after the final disbursement to the Vendor(s), the balance will be applied to your next payment.

If you have any questions regarding this information, please give me a call.

Thank you.

Janice Thoman
Key Government Finance
1000 S. McCaslin Blvd.
Superior CO 80027
720-304-1636
866-840-3016 Fax

EXHIBIT A
(17 of 30)

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of 12/7/2010 and entered into among Key Government Finance, Inc. ("Lessor"), Capistrano Unified School District ("Lessee") and KeyBank National Association (the "Escrow Agent").

RECITALS:

A. Lessor and Lessee are parties to a Tax-Exempt California Abatement Lease/Purchase Agreement, dated as of 12/7/2010 (the "Lease") whereunder Lessee is acquiring from Lessor certain personal property more particularly described therein (the "Property").

B. Lessor and Lessee intend to cause or have caused certain funds to be deposited with Escrow Agent to pay for costs of the Property, and Escrow Agent has agreed to disburse said funds in accordance with the terms and conditions of this Escrow Agreement.

C. Each of the parties has authority to enter into this Escrow Agreement and has taken all actions necessary to authorize the execution of this Escrow Agreement by the officers whose signatures are affixed hereto.

NOW, THEREFORE, the parties agree as follows:

1. Appointment of Escrow Agent. Lessor, Lessee and Escrow Agent agree that Escrow Agent shall act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent, in its capacity as escrow agent hereunder, shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement regarding the Acquisition Fund (as hereinafter defined) among Lessor, Lessee and Escrow Agent.

2. Acquisition Fund. There is hereby established in the custody of Escrow Agent a special trust fund designated as the "Capistrano Unified School District Acquisition Fund" (the "Acquisition Fund") to be held and administered by Escrow Agent in trust for Lessee in accordance with this Escrow Agreement, subject to Lessor's rights under Section 3 hereof. It is anticipated that the funds in the Acquisition Fund and earnings thereon shall be sufficient to pay the cost of acquisition of the Property. In the event such sums are insufficient, Lessee shall be responsible for the timely payment of any deficiency.

The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of Lessee (other than Lessor) or Lessor. Lessor, Lessee and Escrow Agent intend that the Acquisition Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein and in the Lease for the disbursement of funds by Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in such account, and such security interest is hereby granted to Lessor by Lessee, to secure payment of all sums due to Lessor under the Lease. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to such accounts, Lessor's interest therein.

2.A. Deposit in Acquisition Fund. There shall be deposited in the Acquisition Fund the sum of **\$262,273.05**. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Acquisition Fund, and such income and interest shall become part of the Acquisition Fund and may be expended as provided herein.

2.B. Disbursements from Acquisition Fund. Escrow Agent shall make payments from the Acquisition Fund to pay costs of the Property upon receipt of requisitions from Lessee, signed by an authorized individual substantially in the form attached hereto as Exhibit A, which is incorporated by reference herein. In the event Escrow Agent is directed or requested by Lessee to hold or deposit any retained funds or to accept a retainage bond (in lieu of funds) as may be required by law or the terms of the acquisition contract to which Lessee is a party, Escrow Agent shall act in accordance with Lessee's instructions, and such retained funds (or performance bond) and any interest thereon shall be paid as provided in instructions to Escrow Agent from Lessee. The final requisition shall include the final acceptance certificate required in the Lease, which shall be executed by the Lessee and delivered to the Escrow Agent. Where requisitions involve titled motor vehicles, the requisition shall also include:

- (i) Manufacturer's Certificate of Origin.
- (ii) Motor vehicle paperwork appropriate to state of registration, noting Key Government Finance, Inc. as **lien holder**.
- (iii) Insurance certificate naming Key Government Finance, Inc., its successors and assigns as sole loss payee and additional insured for the specified equipment.

3. Termination of Escrow.

EXHIBIT A
(18 of 30)

(a) Acquisition of Property. Upon the final acceptance of the Property by Lessee, as evidenced by execution by Lessee of a final acceptance certification pursuant to the Lease and delivered to Escrow Agent, and the payment of all costs related thereto (i) any retainage shall be disbursed as directed by Lessee, and (ii) any amounts remaining in the Acquisition Fund (including the earnings from investments thereof) shall be transferred to Lessee and be applied toward reimbursement of Lessee for funds advanced for the Property. To the extent that additional moneys in excess of those needed to reimburse Lessee for the acquisition of the Property exist in the Acquisition Fund, such amounts shall be paid to Lessor and applied first to the next payment due on the Lease and then applied to prepayment of the principal component of installment payments and Lessor shall recalculate the lease payment schedule for the remaining term such that the remaining lease payments shall be level. Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

(b) Eighteen Months. This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of the Lessee and Lessor in writing to the Escrow Agent either in advance of the termination or retroactively. Any money remaining in the Acquisition Fund at the time of termination under this subsection (b) shall be transferred to Lessor and shall be applied first to the next payment due under the Lease, and then, if there are amounts remaining, applied to the prepayment of the Lease being applied to principal and Lessor shall recalculate the lease payment schedule for the remaining term such that the remaining lease payments shall be level. Lessee shall be deemed to have accepted all Property paid for from the Acquisition Fund at the time of termination under this subsection (b). Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

(c) Event of Default. Upon receipt of written notice from Lessor of an event of default by Lessee under the Lease, Escrow Agent shall disburse the funds in the Acquisition Fund to Lessor for application in accordance with the Lease. Upon such payments from the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

4. Investment of Acquisition Fund; Arbitrage Rebate.

(a) Investment of Acquisition Fund. Monies held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent upon written instructions from Lessee in an investment which is a permitted investment for Lessee under the laws of the state in which Lessee is organized. Escrow Agent shall have no responsibility for advising Lessee or Lessor as to the permissibility of any investment of monies in the Acquisition Fund. If Escrow Agent does not receive a written direction from Lessee as to the investment or reinvestment of monies in the Acquisition Fund, Escrow Agent may hold such monies uninvested until such direction is received. Escrow Agent shall have no responsibility for any losses suffered from any investment of monies on deposit in the Acquisition Fund authorized by Lessee.

(b) Arbitrage Rebate. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Lease will be expended for the governmental purposes for which the Lease was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Acquisition Account under Section 2.A., hereof, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Lease and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or installment payment due under the Lease.

5. Amendment and Modification. This Escrow Agreement may not be amended, modified, altered, supplemented or waived except by a written instrument executed by Lessor, Lessee and Escrow Agent.

6. Regarding the Escrow Agent.

(a) Duties of Escrow Agent. Escrow Agent undertakes to perform only such duties as are specifically set forth in this Escrow Agreement. Escrow Agent shall be under no implied obligation or subject to any implied liability hereunder. Escrow Agent shall incur no liability whatsoever except for its gross negligence or willful misconduct so long as it is acting in good faith. Escrow Agent shall not be required to take notice of any of the provisions of the Lease or any document or instrument executed in connection therewith, except as expressly set forth in this Escrow Agreement. The permissive right of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as a duty.

(b) Escrow Agent Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

EXHIBIT A (19 of 30)

(c) Counsel and Fees; Reliance upon Counsel. If Escrow Agent believes it to be reasonably necessary to consult with counsel concerning any of its duties in connection herewith, or in case the Escrow Agent becomes involved in litigation on account of acting hereunder, then, in either case, its cost, expenses and reasonable attorneys fees shall be paid by Lessee. Escrow Agent's right to receive its attorneys' fees and expenses shall survive the termination of this Escrow Agreement. If Escrow Agent consults with counsel, Escrow Agent may act, in good faith, in reliance upon the advice of counsel concerning its duties in connection herewith or in acting hereunder.

(d) No Obligation to Take Legal Action. Escrow Agent shall not be under any obligation to take any legal action in connection with this Escrow Agreement or for its enforcement, or to appear, prosecute or defend any action or legal proceeding which, in its opinion, would or might involve it in any costs, expense, loss or liability, or to otherwise expend or risk its own funds or incur any financial liability in the performance of this Escrow Agreement, unless and as often required by it, it shall be furnished with security and indemnity satisfactory against all such costs, expenses, losses or liabilities. If any controversy arises between the parties hereto or with any third person, the Escrow Agent shall not be required to resolve the same or to take any action to do so (other than to use its best efforts to give notice of such controversy to Lessor and Lessee) but may, at its discretion, institute such interpleader or other proceedings as it deems proper.

(e) Quarterly Statement. Escrow Agent shall issue a quarterly accounting statement showing receipts to and disbursements from the Acquisition Fund. Such statement shall be mailed to Lessor and Lessee.

(f) Resignation and Termination. Escrow Agent may, upon providing thirty days written notice, resign its position as Escrow Agent and terminate its liabilities and obligations hereunder. In the event Escrow Agent is not notified within thirty days of a successor Escrow Agent, Escrow Agent shall be entitled to transfer all funds to a court of competent jurisdiction with a request to have a successor appointed, at the expense of Lessee. Upon filing such action and delivering such assets, Escrow Agent's obligations and responsibilities shall cease. Lessor and Lessee may jointly terminate Escrow Agent and appoint a successor Escrow Agent by providing 15 days written notice to Escrow Agent.

7. Indemnification. To the extent permitted by law, Lessee hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by or asserted against, Escrow Agent at any time (whether or not also indemnified against the same by Lessee or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement, the establishment hereunder of the Acquisition Fund, the acceptance of the funds and securities deposited therein, the purchase of any securities to be purchased pursuant thereto, the retention of such securities or the proceeds thereof, and any payment, transfer or other application of moneys or securities by Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that Lessee shall not be required to indemnify, protect, save or keep harmless Escrow Agent against Escrow Agent's own gross negligence or willful misconduct or gross negligence or willful misconduct of Escrow Agent's respective successors, assigns, agents and employees or the material breach by Escrow Agent of the terms of this Escrow Agreement. The indemnities contained in this Section shall survive the termination of this Escrow Agreement.

8. Notices. Any notices permitted or required under this Escrow Agreement shall be made in writing and shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, certified or registered, postage fully prepaid, return receipt requested, addressed to the addresses set forth on the signature page of this Escrow Agreement. The party to whom notices or copies of notices are to be sent shall have the right at any time and from time to time to change its address for notice or person to receive notice by giving notice in the manner specified in this paragraph.

9. Escrow Agent's Fee. Escrow Agent shall be paid no fee for setting up the escrow. In the event that Escrow Agent is made a party to litigation with respect to the Acquisition Fund, or brings an action in interpleader, or Escrow Agent is required to render any service not provided for in this Escrow Agreement, or there is any assignment of interests in this escrow or any modification hereof, Escrow Agent shall be entitled to reasonable compensation for such extraordinary services and reimbursement by Lessee for all fees, costs, liability and expenses, including attorney fees. Lessee also agrees to pay any investment fees or other charges of Escrow Agent, such as wire transfer charges and disbursement charges and agrees such fees and charges may be deducted by and paid to the Escrow Agent from funds in or to be deposited in the Acquisition investment earnings to be deposited in the Acquisition Fund.

10. Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Escrow Agreement is to be executed by the parties hereto in sufficient numbers so that an Escrow Agreement bearing each party's original signature can be held by the Escrow Agent.

11. Waiver. Any waiver by any party of any breach of any term or condition of this Escrow Agreement shall not operate as a waiver of any other breach of such term or condition or any other term or condition, nor shall any failure to enforce such provision hereof operate as a waiver of such provision or of any other provision hereof, nor constitute nor be deemed a waiver or release of any other party for anything arising out of, connected with, or based on this Escrow Agreement.

12. Exhibits. All exhibits, schedules and lists attached to this Escrow Agreement or delivered pursuant to this Escrow Agreement shall be deemed a part of this Escrow Agreement and incorporated herein, where applicable, as if fully set forth herein.

13. Applicable Law. This Escrow Agreement shall be governed by the laws of the state in which Lessee is located.

14. Successors and Assigns. This Escrow Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Any corporation or association into which the Escrow Agent may merge, or to which Escrow Agent may sell or transfer its banking business, shall automatically be and become successor Escrow Agent hereunder and vested with all powers as was its predecessor without the execution or filing of any instruments or further act, deed or conveyance on the part of the parties hereto.

15. Severability. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives, all as of the date first above written.

Key Government Finance, Inc.

Capistrano Unified School District

By _____
Authorized Officer

By _____
Authorized Officer

Title _____

Title _____

Address: 1000 S McCaslin Blvd
Superior, CO 80027

Address: 33122 Valle Road
San Juan Capistrano, CA 92675

KEYBANK NATIONAL ASSOCIATION

By _____
Authorized Officer
Address: 127 Public Square
Cleveland OH 44114

EXHIBIT A
(21 of 30)

[Please type on your letterhead]

**EXHIBIT A
FORM OF REQUISITION
COSTS OF PROPERTY**

C/O Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027
Attn: Janice Thoman
720-304-1636

On Behalf of:
KeyBank National Association
127 Public Square
Cleveland OH 44114

Amount Requested: \$ _____

Total Disbursements to Date: \$ _____

Requisition No.: _____

1. The undersigned, an officer or official of Lessee, hereby requests and authorizes KeyBank National Association, as Escrow Agent under the Escrow Agreement dated as of 12/7/2010, among Capistrano Unified School District (the "Lessee"), Key Government Finance, Inc. (the "Lessor") and Escrow Agent, to pay to or upon the order of the Lessee the amount specified above for the payment or reimbursement of costs of Property described in Schedule 1 attached.

2. The Lessee hereby certifies that:
(a) each obligation mentioned in Schedule 1 has been properly incurred, is a proper charge against the Acquisition Fund and has not been the basis of any previous disbursement;
(b) no part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Property or for services not yet performed in connection therewith;
(c) insurance requirements of the Lease have been complied with and such coverage is in force;
(d) as of the date of this Requisition no event of default, as such term is defined in the Lease between Lessor and Lessee has occurred and is continuing and no event which with notice or lapse of time, or both, has occurred and is continuing which would constitute such event of default; and
(e) the Property acquired with this disbursement is functionally complete and operationally independent and is hereby accepted. If this is the final requisition, the final acceptance certification required in the Lease is attached hereto.

3. All capitalized terms herein shall have the meanings assigned to them in the Escrow Agreement

4. The list of equipment, set forth in the equipment/property description to the Lease, shall be deemed amended upon payment of this requisition to include the property set forth in Schedule 1 hereto and any property paid with funds of this requisition.

Capistrano Unified School District

By: _____

Name: _____

Title: _____

Date: _____

Approved by Lessor, or in the event Lessor's right, title and interest in the Lease has been assigned, by the current assignee of Lessor's right, title and interest in the Lease Agreement:

Key Government Finance, Inc.

By: _____

Name: _____

Title: _____

Date: _____

[Lessee to attach final acceptance certification if final disbursement request.]

SCHEDULE 1
DISBURSEMENT SCHEDULE

To Requisition No. _____ for the Acquisition Fund:

1. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

2. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

Capistrano Unified School District

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
(23 of 30)

INVOICE



Key Government Finance, Inc.
 1000 S. McCaslin Blvd.
 Superior CO 80027

Bill to: Capistrano Unified School District Attn: Accts Payable 33122 Valle Road San Juan Capistrano, CA 92675	Invoice No.	Capistrano-02
	Invoice Date:	11/17/10
	Lease No.	TBD
	Purchase Order No.	
	Contract No.	
	CSA No.	
	ACT No.	
	Reference:	

Qty	Item	Description	Total
1	Lease Payment	Payment due with executed documents	\$54,031.36
		Tax	
		Balance Due	\$54,031.36

Please remit funds to: Key Government Finance, Inc. Attn: Janice Thoman 1000 S. McCaslin Blvd. Superior, CO 80027 Contact Phone: 720-304-1636	REMITTANCE INFORMATION	
	Date:	
	Amount Due:	
	Amount Enclosed:	

- Please remember to:
- 1) Make checks payable to Key Government Finance, Inc.
 - 2) Return a copy of this invoice with your payment.
 - 3) Keep a copy of this invoice for your records.
 - 4) Direct all inquiries to the contact listed above.

Comments:

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority

If Amended Return, check here

1 Issuer's name		2 Issuer's employer identification number (EIN)	
3 Number and street (or P.O. box if mail is not delivered to street address)		Room/suite	4 Report number (For IRS Use Only)
5 City, town, or post office, state, and ZIP code		6 Date of issue	
7 Name of issue		8 CUSIP number	
9 Name and title of officer of the issuer or other person whom the IRS may call for more information		10 Telephone number of officer or other person	

Part II Type of Issue (enter the issue price) See instructions and attach schedule

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>	
If obligations are BANs, check only box 19b		<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box		<input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

Part VI Miscellaneous

<p>35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . .</p>	35	
<p>36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)</p> <p style="margin-left: 20px;">b Enter the final maturity date of the GIC ▶ _____</p>	36a	
<p>37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units</p> <p style="margin-left: 20px;">b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer ▶ _____ and the date of the issue ▶ _____</p>	37a	
<p>38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/></p>		<input type="checkbox"/>
<p>39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/></p>		<input type="checkbox"/>
<p>40 If the issuer has identified a hedge, check box ▶ <input type="checkbox"/></p>		<input type="checkbox"/>

Signature and Consent	<p>Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.</p>		
	▶ _____	Date	▶ _____
	Signature of issuer's authorized representative		Type or print name and title
Paid Preparer's Use Only	Preparer's signature ▶ _____	Date	Preparer's SSN or PTIN
	Firm's name (or yours if self-employed), address, and ZIP code ▶ _____	Check if self-employed <input type="checkbox"/>	EIN
		Phone no. ()	

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name	2 Issuer's employer identification number	
3 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	
4 City, town, or post office, state, and ZIP code	5 Report number (For IRS Use Only)	5
6 Name and title of officer or legal representative whom the IRS may call for more information	7 Telephone number of officer or legal representative ()	

Part II Description of Obligations Check one: a single issue <input type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ►	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>	
12 Vendor's or bank's name: _____	
13 Vendor's or bank's employer identification number: _____	

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Issuer's authorized representative	Date	Type or print name and title
Preparer's signature	Date	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code	EIN	Phone no. ()

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File
Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that

an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File
To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 2 of Rev.

Proc. 2002-48, 2002-2 C.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under Section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* below.

Where To File
File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required
For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Form 8038-GC Receipt Acknowledgement
If you wish to request an acknowledgement receipt of this return by the IRS you must provide the following:

- A cover letter specifically requesting the acknowledgement of this return.
- A copy (or copies, if multiple acknowledgements are requested) of the return being filed, with "Acknowledgement Copy" written across the top of the first page of each copy. For multiple requests, the copies must be stapled together.
- A self-addressed stamped envelope for each acknowledgement receipt recipient.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address. If the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2008 for a single issue issued on March 15, 2008), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2008, enter 01/01/2008).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9e, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may

apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple issuers or banks, issuers should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple issuers or banks, issuers should attach a schedule.

Signature

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer's Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature,
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form	4 hr., 46 min.
Preparing the form	2 hr., 22 min.
Copying, assembling, and sending the form to the IRS	2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File* on page 1.

EVIDENCE OF COVERAGE

Capistrano Unified School District

MEMORANDUM NUMBER: 101

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the memoranda listed below.

CERTIFICATE HOLDER INFORMATION

**Key Government Finance, Inc.
Attn: Janice Thoman
1000 S. McCaslin Blvd.
Superior, CO 80027**

Coverage Period: Effective: 7-20-10 Expires 12:01 a.m.: 7-1-12

This is to certify that the Alliance of Schools for Cooperative Insurance Programs (ASCIP) Memorandum of Coverages on insurance listed below have been issued to the Covered Party named above for the period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages afforded by the Memorandum of Coverages described herein are subject to all the terms, exclusions, and conditions of such Memorandum of Coverages.

TYPE OF COVERAGE	LIMIT OF LIABILITY/COVERAGE
General Liability	\$1,000,000 Combined Single Limit Per Occurrence (\$5,000,000 Aggregate)
Property - Building/Contents (Fire, Theft, Rental Interruption)	Replacement cost subject to policy limits, terms, and conditions not to exceed \$92,678.16

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, ASCIP will mail 30 days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon ASCIP, its agents, or representatives. If you have any questions, contact:

Ms. Paula Chu Tanguay, Chief Executive Officer
ASCIP • 16550 Bloomfield Avenue • Cerritos, CA 90703 • (562) 404-8029

Authorized Representative: _____

Date Issued: **7-20-10**

* ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code.

Rev 5-97
101-10/11-02C



Alliance of Schools for Cooperative Insurance Programs

16550 Bloomfield Avenue, Cerritos, CA 90703 (562) 404-8029

EXHIBIT A
(29 of 30)

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Additional Covered Party Endorsement

District: Capistrano Unified School District

Endorsement No.
101-10/11-02A

Additional Covered Party:

Description of Operations, Vehicle, or Property:

Key Government Finance, Inc., their successors and assigns

As respects to lease agreement

Coverage Period:

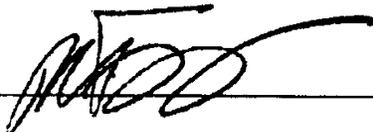
Effective: 7-20-10

Expires 12:01 a.m.: 7-1-12

The coverage provided to the Covered Party is hereby extended by this endorsement to the Additional Covered Party named above in accordance with the provisions contained in the Memorandum of Coverage (MOC). The coverage extended hereby applies only with respect to liability arising out of activities in the Description of Operations, Vehicle, or Property noted above. It is intended by ASCIP in issuing this endorsement to defend and/or indemnify the Additional Covered Party only if the District is solely negligent. In issuing this endorsement, ASCIP intends and agrees to extend coverage pursuant to the terms and conditions of the MOC to the Additional Covered Party named above only to the extent that the Additional Covered Party faces liability arising out of claims, demands, or lawsuits claiming money damages on account of bodily injury or property damage as defined and limited in the ASCIP MOC. The limits of liability extended to the Additional Covered Party listed above is \$1,000,000 per occurrence for liability.

Authorized Representative: _____

Date Issued: 7-20-10



ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code.

Rev 5/97



Alliance of Schools for Cooperative Insurance Programs

16550 Bloomfield Avenue, Cerritos, CA 90703 (562) 404-8029

EXHIBIT A

(30 of 30)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **AUTHORIZATION TO UTILIZE CONTRACT NO. GS-07F-0396M, FIRE AND SECURITY ALARM AND SIGNAL SYSTEMS FOR LIFE CYCLE SUPPORT PROVIDING DESIGN, CODING INTEGRATION, TESTING, DEPLOYING, REPAIR, MAINTENANCE, ANCILLARY SERVICES-LABOR; FIRE EXTINGUISHING AND SUPPRESSING PRODUCTS, GENERAL SERVICES ADMINISTRATION (GSA) - SIMPLEXGRINNELL LP**

BACKGROUND INFORMATION

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

Per Board Policy 3311, 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 for the following items:

1. Verification of advertisement
2. Specific terms and conditions of the bid, including the clause which gave notice to potential bidders that other agencies may purchase/lease identical items at the same prices and upon the same terms and conditions
3. Award of contract (copy of the agenda item explaining the award)
4. Verification that the awarding agency actually purchased/leased the personal property
5. Extensions of the contract, if any
6. The awarded bid contract price is at (or lower than) what the District could have obtained otherwise
7. 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 Contract No. GS-07F-0396M, Fire and Security Alarm and Signal Systems For Life Cycle Support Providing Design, Coding Integration, Testing, Deploying, Repair, Maintenance, Ancillary Services-Labor, and Fire Extinguishing and Suppressing Products, General Services Administration (GSA) – SimplexGrinnell LP
December 7, 2010
Page 2

CURRENT CONSIDERATIONS

This agenda item requests Board approval to utilize GSA Contract No. GS-07F-0396M, Fire and Security Alarm and Signal Systems for Life Cycle Support Providing Design, Coding Integration, Testing, Deploying, Repair, Maintenance, Ancillary Services-Labor, and Fire Extinguishing and Suppressing Products, General Services Administration (GSA). This contract allows the District another option as funds become available and the need arises to purchase fire and security alarm and signal systems and fire extinguishing and suppressing products, services, and labor with the potential to save staff time, District resources, and to streamline the process of purchasing the products. Utilizing this bid will enable the District to procure the above items at competitive contract pricing from SimplexGrinnell LP.

Due to the size of the GSA contract and award, the documentation will be posted online in the CUSD Board Agendas and Supporting Documentation page.

The contract documents are also on file in the Purchasing Department. For further information, please contact Terry Fluent, Director of Purchasing, at (949) 234-9436.

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board of Trustees authorize the use of GSA Contract No. GS-07F-0396M, Fire and Security Alarm and Signal Systems for Life Cycle Support Providing Design, Coding Integration, Testing, Deploying, Repair, Maintenance, Ancillary Services-Labor, and Fire Extinguishing and Suppressing Products, General Services Administration (GSA) - SimplexGrinnell LP under the same terms and conditions of the public agency's contract.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business & Support Services
SUBJECT: **ASSOCIATED STUDENT BODY BANK ACCOUNTS**

BACKGROUND INFORMATION

Education Code §48933 requires that associated student body (ASB) funds be invested in banks, savings and loans, or credit unions subject to the approval of the board of trustees of the school district.

CURRENT CONSIDERATION

This agenda item requests Board approval of bank accounts for all ASB organizations within Capistrano Unified School District (Exhibit A).

FINANCIAL IMPLICATIONS

There is no financial impact.

STAFF RECOMMENDATION

It is recommended the Board approve the ASB accounts listed in Exhibit A.

CAPISTRANO UNIFIED SCHOOL DISTRICT

ASB BANK ACCOUNTS - 2010-2011

MIDDLE SCHOOLS		
<i>SCHOOL</i>	<i>BANK NAME</i>	<i>TYPE OF ACCOUNT</i>
Aliso Viejo	American Security Bank	Checking
Arroyo Vista	American Security Bank	Checking
Don Juan Avila	American Security Bank	Checking
Bernice Ayer	American Security Bank	Checking
Marco Forster	California Bank & Trust	Checking
Hankey	American Security Bank	Checking
Ladera Ranch	American Security Bank	Checking
Las Flores	American Security Bank	Checking
Newhart	Citibank	Checking/Money Market
Niguel Hills	U.S. Bank	Checking
Shorecliffs	American Security Bank	Checking
Vista del Mar	Wells Fargo Bank	Checking

HIGH SCHOOLS		
<i>SCHOOL</i>	<i>BANK NAME</i>	<i>TYPE OF ACCOUNT</i>
Aliso Niguel	American Security Bank	Checking
Aliso Niguel	U.S. Bank*	Checking
Capistrano Valley	American Security Bank	Checking
Capistrano Valley	Citizens**	Checking
Dana Hills	Pacific Western Bank	Checking/Savings
San Clemente	Chase	Savings
San Clemente	Wells Fargo Bank	Savings
San Clemente	California Bank & Trust	Checking
San Juan Hills	Farmers & Merchants Bank	Checking
Serra	Farmers & Merchants Bank	Checking
Tesoro	American Security Bank	Checking/Money Market

*US Bank account to be closed 12/21/2010

**Citizens Bank account to be closed in 2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **APPROVAL OF RESOLUTION NO. 1011-33 APPLICATION TO PARTICIPATE IN THE CLASS SIZE REDUCTION PROGRAM AND CERTIFICATION FOR 2010-2011 (EDUCATION CODE §52120 ET SEQ.)**

BACKGROUND INFORMATION

As part of the 2010-2011 State Budget Act, flexibility continues for districts that choose to receive funds for Class Size Reduction in the primary grades. Pursuant to Education Code §52124.3, a new schedule of reduced funding percentages for classes exceeding 20.44 pupils exists. This new schedule replaces the schedule of reduced funding percentages established in Education Code §52124. The new reduced funding schedule provides for funding reductions of:

- 5 percent for classes ranging from 20.45 to 21.44, inclusive;
- 10 percent for classes ranging from 21.45 to 22.44, inclusive;
- 15 percent for classes ranging from 22.45 to 22.94, inclusive;
- 20 percent for classes ranging from 22.95 to 24.94, inclusive; and
- 30 percent for classes ranging from 24.95 and more.

Funding was placed into the Tier III category for state program funding, and the utilization of the funding is flexible. In order to access State funds for the program, Districts must file an application with the California Department of Education (CDE) and the CUSD Board of Trustees must certify by resolution that it will comply with the State rules and regulations established for the program.

CURRENT CONSIDERATION

This agenda item pertains to approval of Resolution No. 1011-33, certifying that the Board of Trustees will follow the rules and regulations established by the California Department of Education in the Class Size Reduction Program as listed in the resolution (Exhibit A).

Attached as Exhibit B is the Class Size Reduction Program Application. Upon approval of the resolution and application by the Board of Trustees, the Superintendent will execute the application, which will be transmitted to the California Department of Education prior to January 6, 2011.

FINANCIAL IMPLICATIONS

As noted in the application, the incentive funding for the Class Size Reduction Operations Program will generate approximately \$8.0 million in revenue. The State adjusts the funding to the actual participating enrollment in June 2011.

STAFF RECOMMENDATION

It is recommended the Board of Trustees adopt Resolution No. 1011-33 certifying District participation in the Class Size Reduction Program and certifying their intent to comply with all rules and regulations established by the California Department of Education.

It is further recommended that the Board authorize the Superintendent to sign the Class Size Reduction Application form and transmit the form to the California Department of Education prior to January 6, 2011.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1011-33

**RESOLUTION TO PARTICIPATE IN THE CLASS SIZE REDUCTION PROGRAM AND
CERTIFICATION FOR 2010-2011 (EDUCATION CODE §52120 ET SEQ.)**

WHEREAS, Education Code §52120, et. seq., established the Class Size Reduction Program for the purpose of allowing school districts that maintain any kindergarten or any of grades 1 through 3 to apply to the Superintendent of Public Instruction for an apportionment to implement a class size reduction program; and

WHEREAS, Education Code §52122 requires an application for operational funding for the 2010-2011 school year to be submitted by a school district to the Superintendent of Public Instruction; and

WHEREAS, the Capistrano Unified School District wishes to participate in the Class Size Reduction Program and to obtain operational funding for the program; and

WHEREAS, the Capistrano Unified School District has submitted or will submit forthwith to the Superintendent of Public Instruction by January 6, 2011, an application for operational funds pursuant to the Class Size Reduction Program contained in Education Code §52120, et.seq.; and

WHEREAS, this Governing Board has reviewed the District's 2010-2011 Class Size Reduction Program K-3 Application Form (Rev. 7/09); and

WHEREAS, Education Code §52123 requires the following certifications by this Governing Board;

NOW, THEREFORE, IT IS RESOLVED, ORDERED AND DECLARED that the Governing Board of the Capistrano Unified School District hereby certifies that the following statements are true and accurate:

1. The number of classes listed on the application under either Option One or Option Two in each eligible grade level are identified. The total number of classes do not exceed the total number of classes identified in the 2008-2009 Operations Application.
2. The pupil counts listed in column 3 ("Number of enrolled pupils") on the application do not include special education pupils enrolled in special day classes full time, pupils enrolled in independent study, or charter school pupils enrolled in a home-study program for the full regular school day.
3. A certificated teacher has been/will be hired by this District and is providing/will provide direct instructional services to each class participating in the Class Size Reduction Program. It is the intent of this District that each such certificated teacher will provide direct instructional services to each pupil enrolled in the separate class to which the teacher is assigned.
4. As part of its Class Size Reduction Program, this District has implemented a staff development program for any teacher who participates in the Class Size Reduction Program and provides direct instructional services for reduced-size classes in this program as specified in certification #3. Appropriate training to maximize the educational advantages of class size reduction will be provided to such teachers. This training shall include, but not be limited to, methods for providing each of the following: (1) individualized instruction, (2) effective teaching, including classroom management in smaller classes, (3) identifying and responding to pupil needs, and (4) opportunities to build on the individual strengths of pupils.

RESOLUTION 1011-33

December 7, 2010

Page 2 of 2

- 5. This District will collect and maintain data required by the Superintendent of Public Instruction for evaluation of the Class Size Reduction Program. The data shall include, but not be limited to, individual test scores or other records of pupil achievement. Any data collected will be protected in a manner that will not permit the personal identification of any pupil or parent.
- 6. Priority for reducing class size is/will be according to the following order at each school site:
 - a. If only one grade level, the grade level will be 1st grade.
 - b. If only two grade levels, the grade levels will be 1st and 2nd grades.
 - c. If three to four grade levels, the grade levels will be 1st and 2nd and then any combination of kindergarten and/or 3rd grade.
- 7. The CSR program has been implemented for 2010-2011.
- 8. The school district will submit final enrollment counts on the J-7CSR form to the California Department of Education by May 13, 2011.

BE IT FURTHER RESOLVED that the Governing Board hereby authorizes the Superintendent to sign the 2010-11 Class Size Reduction Program K-3 Application and requests that the apportionment be made final and the funds released to the Capistrano Unified School District.

The resolution was duly passed and adopted by the Governing Board of the Capistrano Unified School District at its regularly scheduled meeting held on the 7th day of December 2010 by the following vote on roll call:

APPROVED AND ADOPTED this 7th day of December 2010.

Ayes: _____
 Noes: _____
 Absent: _____

Secretary, Board of Trustees

Approved: Superintendent of Schools
County of Orange

By: _____

2010-11 Operations Application K-3 Class Size Reduction Program

County and District Code

3	0	6	6	4	6	4
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Charter School Code*

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County Orange

District Capistrano Unified School District

Charter School* _____

*For use only by charter schools applying independent of their authorizing entity. Do not submit a separate application for charter schools that were included in their authorizing entity's 2008-09 or 2009-10 applications.

Contact Person Ron Lebs

Title Deputy Superintendent, Business & Support Svcs

Address 33122 Valle Road

City, Zip Code San Juan Capistrano, CA 92675

Telephone 949-234-9211 Ext. _____

E-mail Address rlebs@capousd.org

Certifications

As a condition of applying for and receiving funds under the Kindergarten and Grades One through Three Class Size Reduction (K-3 CSR) Program, commencing with California *Education Code (EC)* Section 52120, the Governing Board of the above named school district or charter school (applicant) certifies that the statements below are true and accurate, and are evidenced by a Board Resolution or entry in the Board meeting minutes. Please do not submit the Resolution or minutes to the California Department of Education (CDE):

1. The number of classes participating in Option One and Option Two is identified and the total number of classes does not exceed the total number of classes identified on the 2008-09 Operations Application. [EC Section 52123(a), 52124.3(b), Title 5 *California Code of Regulations* Section 15103]
2. The pupil counts reported do not include special education pupils enrolled in special day classes full time, pupils enrolled in independent study, or charter school pupils enrolled in a home study program. [EC Section 52123(b)]
3. A certificated teacher has been hired by the applicant and is providing direct instructional services to each class participating in the K-3 CSR Program. [EC Section 52123(c)]
4. The applicant will provide a staff development program for any teacher who will participate for the first time in the K-3 CSR Program as specified in Certification #3. Appropriate training to maximize the education advantages of class size reduction will be provided to such teachers. This training shall include, but not be limited to, methods for providing each of the following: (1) individualized instruction, (2) effective teaching, including classroom management in smaller classes, (3) identifying and responding to pupil needs, and (4) opportunities to build on the individual strengths of pupils. [EC sections 52123(d), 52127]
5. The applicant will collect and maintain data required by the State Superintendent of Public Instruction for evaluation of the K-3 CSR Program. The data shall include, but not be limited to, individual test scores or other records of pupil achievement. Any data collected will be protected in a manner that will not permit the personal identification of any pupil or parent. [EC section 52123(e)]
6. Each class participating in the K-3 CSR Program is housed in either a separate, self-contained classroom or the space provided for each participating class for each grade level at that schoolsite is of a square footage per pupil enrolled in each class that is not less than the average square footage per pupil enrolled in those grade levels at that schoolsite in the 1995-96 school year. [EC section 52123(f)]
7. Priority for reducing class size or claiming reduced funding for classes exceeding 20.44 pupils is in accordance with the following grade level implementation requirements at each schoolsite:
 - If only one grade level is reduced/claimed, the grade level will be 1st grade.
 - If two grade levels are reduced/claimed, the grade levels will be 1st and 2nd grades.
 - If three or four grade levels are reduced/claimed, the grade levels will be 1st and 2nd and then any combination of kindergarten and/or 3rd grade.
8. The K-3 CSR Program has been implemented in the current year. A district is considered to have implemented the program even if it claims reduced funding for all eligible classes.
9. **The applicant will submit final enrollment counts on the Form J-7CSR to the CDE by May 13, 2011.**

Signature

I hereby certify that, to the best of my knowledge, this application is true and correct and is in compliance with state law and regulations of the California Department of Education and the State Board of Education. The Governing Board of the above named school district or charter school has authorized me to sign this application on its behalf.

Signature of District Superintendent or

Dr. Joseph M. Farley
Printed Name
Exhibit B

December 7, 2010
Date

2010-11 Operations Application K-3 Class Size Reduction Program

County and District Code	Charter School Code*													
<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px; text-align: center;">3</td><td style="width: 20px; height: 20px; text-align: center;">0</td></tr> </table> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px; text-align: center;">6</td><td style="width: 20px; height: 20px; text-align: center;">6</td><td style="width: 20px; height: 20px; text-align: center;">4</td><td style="width: 20px; height: 20px; text-align: center;">6</td><td style="width: 20px; height: 20px; text-align: center;">4</td></tr> </table>	3	0	6	6	4	6	4	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> </table>						
3	0													
6	6	4	6	4										

County Orange

District Capistrano Unified School District

Charter School* _____

*For use only by charter schools applying independent of their authorizing entity. Do not submit a separate application for charter schools that were included in their authorizing entity's 2008-09 or 2009-10 applications.

Intended Level of Program Participation in 2010-11

Check the appropriate box below and, as noted, submit the required pages of the Operations Application to the CDE. This information is for planning purposes and to continue the flow of funds. The calculation of final entitlements will be based on actual enrollment data submitted on the Form J-7CSR. For more information, please see the Application Instructions.

1. The district/charter school intends to participate in the 2010-11 K-3 CSR Program at the same level (number and size of classes) as reported on the 2009-10 Form J-7CSR. The February 2011 apportionment will therefore be based on the district/charter school's 2009-10 final entitlement. **If this box is checked, complete and submit only pages 1 and 2 of this application to the CDE.**

2. The district/charter school intends to participate in the 2010-11 K-3 CSR Program at a higher or lower level than what was claimed on the 2009-10 Form J-7CSR (but capped at the number of classes reported on the 2008-09 Operations Application). The February 2011 apportionment will therefore be based on the information reported on page 3 of this application. **If this box is checked, complete and submit pages 1 through 3 of this application to the CDE.**

3. The district/charter school does not intend to participate in the 2010-11 K-3 CSR Program at either full or reduced funding. **If this box is checked, complete and submit only this page of the application to the CDE. A signature below is necessary only if the district/charter school is not participating in the 2010-11 K-3 CSR Program.**

Signature of District Superintendent or
Charter School Chief Administrative Officer

Printed Name

Date

366 Mail the required pages of this application by January 6, 2011 (postmark) to:

Rebecca Lee ~ CDE, School Fiscal Services Division ~ 1430 N Street, Suite 3800 ~ Sacramento, CA 95814

2010-11 Operations Application K-3 Class Size Reduction Program

County and District Code

3	0	6	6	4	6	4
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Charter School Code*

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County Orange

District Capistrano Unified School District

Charter School* _____

*For use only by charter schools applying independent of their authorizing entity. Do not submit a separate application for charter schools that were included in their authorizing entity's 2008-09 or 2009-10 applications.

Calculation of Provisional Funding for 2010-11 (February 2011 payment)

These calculations are for planning purposes and to continue the flow of funds. The calculation of final entitlements will be based on actual enrollment data submitted on the Form J-7CSR.

1	2	3	4	5
Class Size	Number of Classes	Number of Enrolled Pupils	2010-11 Funding Level	Estimated Allocation
Option One				
a	20.44 pupils or fewer		\$1,071	\$0
b	20.45 to 21.44		95%	\$0
c	21.45 to 22.44		90%	\$0
d	22.45 to 22.94		85%	\$0
e	22.95 to 24.94		80%	\$0
f	24.95 pupils or greater	433	70%	\$6,492,402
g	Subtotal, Option 1	433		\$6,492,402
Option Two				
h	20.44 pupils or fewer	192	\$535	\$1,469,110
i	20.45 to 21.44		95%	\$0
j	21.45 to 22.44		90%	\$0
k	22.45 to 22.94		85%	\$0
l	22.95 to 24.94		80%	\$0
m	24.95 pupils or greater		70%	\$0
n	Subtotal, Option 2	192		\$1,469,110
Grand Totals*				
o	Option 1 + Option 2	625	14,823	\$7,961,512

*The total number of classes reported on the application may not exceed the total number of classes reported on the 2008-09 Operations Application.

Complete this page only if box 2 on page 2 was checked. Mail the entire 3-page application by January 6, 2011 (postmark) to:

Rebecca Lee ~ CDE, School Fiscal Services Division ~ 1430 N Street, Suite 3800 ~ Sacramento, CA 95814

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **AWARD OF REQUEST FOR PROPOSAL (RFP) NO. 3-1011, UNIFORM SERVICE – CINTAS CORPORATION**

BACKGROUND INFORMATION

At the September 14, 2010, Board meeting, the Trustees authorized advertising RFP No. 3-1011, Uniform Service. The District currently utilizes three uniform companies for products and services. The intent of the RFP is to acquire competitive prices, utilizing one company that best meets the needs of the District. Documents were distributed to 12 companies; six proposals were received.

The Evaluation Committee was comprised of representatives from the departments that participate in the District shirt identification program:

Dawn Davey, Director, Food and Nutritional Services
Cindy Killingback, Supervisor, Transportation Safety and Training
Greg Nestor, Manager, Warehouse/Graphic Arts
Dan Whitaker, Maintenance Planner, Maintenance and Operations
Carroll White, Supervisor, Vehicle Maintenance/Dispatch
Bobbi Sue Yslas, Manager, Tech Support, Technical and Information Services

On Tuesday, October 26, 2010, a mandatory vendor showcase was held for all companies submitting a proposal to highlight their products, services, and to answer questions for the Evaluation Committee. Committee members reviewed and evaluated the proposals based upon the needs and desires of the District and ranked the companies according to criteria established in the RFP (Exhibit A). The proposals and evaluations are available for review in the Purchasing Department.

The initial term of this contract is December 8, 2010, through December 7, 2011, with two one-year renewal periods at the option of the Board of Trustees.

CURRENT CONSIDERATIONS

This agenda item seeks the award of RFP No. 3-1011, Uniform Service to Cintas Corporation. Cintas Corporation has demonstrated their ability to provide all products and services as defined in the scope of work. They offer both a lease and a purchase program at competitive pricing (Exhibit B).

FINANCIAL IMPLICATIONS

Funding for this service will come from appropriate accounts, depending on department.

STAFF RECOMMENDATION

It is recommended the Board of Trustees award RFP No. 3-1011, Uniform Service to Cintas Corporation.

VENDORS RESPONSES TO REQUEST FOR PROPOSAL
 SUBMITTAL REQUIREMENTS REVIEW . POSSIBLE POINTS=175
 UNIFORM SERVICE RFP NO. 3-1011

#	Name of Firm	Selection Criteria							Tot	Gnd	COMMENTS
		1	2	3	4	5	6	7			
1	Aramark	17	15	13	14	13	17	16	105	105	no lease prices noted
2	Cintas	22	22	22	23	18	23	21	151	151	
3	Diversified Business Services	15	14	16	15	13	18	19	110	110	purchase only, no lease program
4	G&K Services	15	19	18	18	16	18	18	122	122	
5	Image Apparel for Business	16	15	17	12	15	16	16	107	107	purchase only, no lease program
6	Prudential	19	23	17	18	18	17	19	131	131	

Selection Criteria

- 1 Qualifications and experience of key personnel assigned to contract
- 2 Number of years experience
- 3 Demonstrated competence in relative experience
- 4 Programs offered
- 5 Cosn/Fees
- 6 Quality of produce/samples
- 7 Conformance with specifications of RFP



PRICING

NUMBER OF EMPLOYEES WITH UNIFORMS: 344 APPROX.

All pricing quoted is per unit. <ul style="list-style-type: none"> - Total would be per unit x inventory= total cost: - Example Bob gets 11 total shirts in inventory for a 5 day work week. - Cost is .13 per shirt x 11 shirts Rental = \$1.43 total per week. 	Rental Including Wash Service + Replacement Per Unit	Lease Including Replacement Per Unit	Rental or Lease FLAT Replacement Est. 30% Book Price Reduction	Direct Sale Purchase Pricing
Cintas Oxford Button Down Shirt	.36	.28	\$13.00	\$24.00
Cintas Comfort Work Shirt	.23	.18	\$11.00	\$21.00
Cintas Proknit Polo Shirt	.28	.22	\$14.00	\$23.00
Cintas Comfort Work Pant	.32	.26	\$13.00	\$19.00
Work Jackets	.53	.43	\$22.00	\$37.00
Shop Coats	.34	.27	\$19.00	\$27.00
Bath Towels	.35	n/a	n/a	n/a
Shop Towels	.09	n/a	n/a	n/a
3x5 Mat	2.00	n/a	n/a	n/a
4x6 Mat	2.95	n/a	n/a	n/a
3x10 Mat	3.50	n/a	n/a	n/a
	COST	COST		
Garment PREP – Hemming, Barcoding, etc..	.50	.50		
Name EMBLEM Produced, Applied, or Replaced	.75	.75		
Capistrano School District Emblem Produced, Applied, or Replaced – 100 qty minimum	\$2.50	\$2.50		
→ All Emblem Costs are FREE on Initial Delivery Roll Out				
EMBROIDERY CHARGES - LOGOS AND NAMES	\$4.00	\$4.00		
UNIFORM REPAIRS	\$0.00	\$0.00		
UNIFORM LOCKER STORAGE CHARGES → One Locker Holds 8 people's uniforms	\$1.50	\$1.50		
SIZE CHANGE CHARGES → Garment Prep only	\$.50	\$.50		
SPECIAL CUT GARMENT CHARGES → 4XL+	\$.50	\$.50		
DELIVERY CHARGE → Per Delivery Location	\$5.00	\$5.00		

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent
FROM: Ron Lebs, Deputy Superintendent, Business and Support Services
SUBJECT: **AUTHORIZATION TO ADVERTISE BID NO. 1011-08 – MILK AND DAIRY PRODUCTS**

BACKGROUND INFORMATION

The District's annual expenditures for milk and dairy products exceed the current bid limit of \$78,500. In accordance with the requirements of the Public Contract Code §20111, the purchase of milk and dairy products is required to be competitively bid. The District is seeking a qualified company to provide milk and dairy products to all school sites and central kitchen.

The District intends to enter into a one-year contract with an initial term of March 10, 2011, through March 9, 2012. This contract may be extended annually, by mutual agreement, and upon Board approval, for a term not to exceed a total of two additional years.

CURRENT CONSIDERATIONS

This agenda item seeks approval to advertise Bid No. 1011-08 – Milk and Dairy Products.

Due to the size of the bid, documents will be posted online in the CUSD Board Agendas and Supporting Documentation page. The bid documents are also on file in the Purchasing Department. For further information, please contact Terry Fluent, Director of Purchasing, at (949) 234-9436.

FINANCIAL IMPLICATIONS

It is estimated that the annual expenditure for milk and dairy products purchased using this bid would be approximately \$700,000 for the 2011-2012 school year. Food and Nutrition Services remains self-funded. There is no financial impact on the District's General Fund.

STAFF RECOMMENDATION

It is recommended the Board of Trustees authorize advertising Bid No. 1011-08 – Milk and Dairy Products.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent
FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services
SUBJECT: **CLASSIFIED PERSONNEL ACTIVITY**

BACKGROUND INFORMATION

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

FINANCIAL IMPLICATIONS

These positions will be charged to the appropriate fund and are included in the adopted budget.

STAFF RECOMMENDATION

It is recommended the Board approve the Classified Personnel Activity list.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 7, 2010
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Cowan-Ruhlen, A.	Blngl Inst Asst	Voluntary	02/08/2010	11/10/2010
2. Geiger, Philippa	Business Analyst	Other Employ	11/04/1996	11/26/2010
3. Hogue, Sandra	Food Service Worker	Relocation	11/02/2009	06/23/2010
4. Nahabedian, D.	Food Service Worker	Other Employ	11/12/2008	09/17/2010
5. Norris, Linda	Account Clerk III	Retirement	12/14/1998	12/02/2010
6. O'Connor, Patrina	Lead FS Worker II	Retirement	09/29/2008	12/17/2010
7. Osorio, Marissa	Inst Asst-Preschool	Moved	10/23/2008	09/01/2010
8. Pope, Teresa	Independence Facilitator	Other Employ	09/21/2001	10/29/2010

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
9. Leahy, Christine	IBI Assistant/Tutor (9.5mo/40hpw)	\$2675.11 mo	R24-1	10/13/2010

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
10. Avon, Katy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	11/01/2010
11. Bohn, Julia	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	11/01/2010
12. Borja, Pahola	Blngl Inst Asst (9.5mo/17.5hpw)	\$14.33 hr	R21-1	11/02/2010
13. Burns, Brittney	Inst Asst-Preschool (9.5mo/17.5hpw)	\$13.98 hr	R20-1	11/02/2010
14. Chung, Cecilia	Blngl Inst Asst (9.5mo/17.5hpw)	\$14.33 hr	R21-1	11/02/2010
15. French, K.	Health Asst (9.5mo/17.5hpw)	\$16.62 hr	R27-1	11/01/2010
16. Gillespie, Marti	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	10/19/2010
17. Gonzalez, S.	Inst Asst (9.5mo/17.5hpw)	\$13.64 hr	R19-1	09/08/2010
18. Hall, Jonathan	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	10/29/2010
19. Hankins, H.	Inst Asst-Preschool (9.5mo/17.5hpw)	\$13.98 hr	R20-1	11/03/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 7, 2010
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
20. Jacobson, Julia	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	10/25/2010
21. Kim, Melissa	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	10/26/2010
22. Lewis, Janine	Blngl Inst Asst (9.5mo/17.5hpw)	\$14.33 hr	R21-1	11/02/2010
23. Lugo, Diana	Blngl Inst Asst (9.5mo/17.5hpw)	\$14.33 hr	R21-1	11/02/2010
24. McCann, Mary	Inst Asst (9.5mo/17.5hpw)	\$13.64 hr	R19-1	10/25/2010
25. McCulloch, Sonia	Blngl Inst Asst (9.5mo/17.5hpw)	\$14.69 hr	R22-1	11/02/2010
26. Melin, Nancy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.68 hr	R20-2	10/19/2010
27. Meyer, Jacqueline	Independence Facilitator (9.5 mo/17.5hpw)	\$14.69 hr	R22-1	10/22/2010
28. Novenario-Sison, L.	Independence Facilitator (9.5mo/17.5hpw)	\$14.69 hr	R22-1	10/28/2010
29. Paramio, Silvia	Blngl Inst Asst (9.5mo/17.5hpw)	\$14.33 hr	R21-1	11/29/2010
30. Price, Elisa	Blngl Inst Asst (9.5mo/17.5hpw)	\$14.33 hr	R21-1	10/27/2010
31. Reyna, Jasmin	Inst Asst-Preschool (9.5mo/15hpw)	\$13.98 hr	R20-1	11/05/2010
32. Rousseau, Sandra	FS Elementary Cashier (9.5mo/10hpw)	\$12.67 hr	R16-1	10/25/2010
33. Sellarez, Roxana	Blngl Comm Svs Liaison (9.5mo/17.5hpw)	\$15.06 hr	R23-1	11/02/2010
34. Szabo, Susan	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$13.98 hr	R20-1	10/18/2010
35. Thede, Tatiana	Health Asst (9.5mo/17.5hpw)	\$16.62 hr	R27-1	11/08/2010
36. Valenzuela, Tony	Inst Asst (9.5mo/15hpw)	\$13.64 hr	R19-1	11/04/2010
37. Villanueva, Ramiro	MS Campus Supervisor (9.5mo/10hpw)	\$16.60 hr	R23-3	11/01/2010
38. Walker, Patricia	Health Asst (9.5mo/17.5hpw)	\$16.62 hr	R27-1	10/26/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 7, 2010
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
39. Ward, Bonisue	FS Worker (9.5mo/15hpw)	\$12.06 hr	R14-1	11/01/2010

<u>Name</u>	<u>Rescind Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
40. Mattes, Joni	HS Campus Supervisor (9.5mo/17.5hpw)	\$21.21 hr	R27-6	09/08/2010

<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
41. Barnett, Rosario	Inst Asst (9.5mo/15hpw)	\$13.74 hr	R19-1	09/08/2010

<u>Name</u>	<u>Recall from Layoff With Less Hours</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
42. Piva, Julie	Inst Asst (9.5mo/17.5hpw)	\$15.04 hr	R19-3	10/18/2010
43. Cassidy, Sarah	School Clerk I (9.5mo/15hpw)	\$18.30 hr	R23-5	09/08/2010

<u>Name</u>	<u>Reemploy Laid Off Employee</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
44. Granados, Luis	Custodian II (12mo/40hpw)	\$3768.62 mo	R28-6	11/03/2010

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
45. Gallego, Marina	Independence Facilitator	\$14.69 hr	R22-1	11/19/2010
	Inst Asst-Sp Ed	\$13.98 hr	R20-1	
	Inst Asst-Preschool	\$13.64 hr	R19-1	
46. Jensen, Vicky	Student Supervisor	\$10.00 hr	N/A	10/25/2010
47. Montes, Ricardo	Custodian	\$16.21 hr	R26-1	10/28/2010
48. Nahabedian, D.	FS Worker	\$12.06 hr	R14-1	09/20/2010
49. Pytel, Jane	Student Supervisor	\$10.00 hr	N/A	10/22/2010
50. Simmons, Heidi	Infant/Toddler Childcare Provider	\$13.64 hr	R19-1	10/29/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 7, 2010
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
51. Urman, Jennifer	Independence Facilitator	\$14.69 hr	R22-1	10/26/2010
	Inst Asst-Sp Ed	\$13.98 hr	R20-1	
	Inst Asst-Preschool	\$13.64 hr	R19-1	
52. Vagi, Marsha	HS Office Manger	\$19.27 hr	R33-1	10/01/2010- 11/01/2010
53. Warth, Jamie	Clerk	\$15.06 hr	R23-1	10/14/2010
54. Zabala, Jacqueline	Caregiver	\$13.64 hr	R19-1	09/08/2010

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
55. Becerra, Luis	ASB Worker	\$10.00 hr	09/01/2010- 11/09/2010
56. Borgeson, A.	ASB Worker	\$10.00 hr	09/03/2010- 11/05/2010
57. Chadwick, C.	ASB Worker	\$10.00 hr	09/02/2010- 11/05/2010
58. Chrismer Jr., John	ASB Worker	\$10.00 hr	10/01/2010- 02/28/2011
59. Durst, Tracy	ASB Worker	\$10.00 hr	08/30/2010- 11/05/2010
60. Espejo Niebres, D.	ASB Worker	\$10.00 hr	09/03/2010- 11/05/2010
61. Flores, Mario	ASB Worker	\$10.00 hr	07/19/2010- 11/05/2010
62. Gallo, Anthony	ASB Worker	\$10.00 hr	09/07/2010- 11/05/2010
63. Huntley, Michael	ASB Worker	\$10.00 hr	09/02/2010- 11/05/2010
64. Hutton, Wyatt	ASB Worker	\$10.00 hr	08/30/2010- 11/05/2010
65. Hyman, Gwen	ASB Worker	\$10.00 hr	08/30/2010- 11/05/2010
66. Janssen, Heide	ASB Worker	\$10.00 hr	09/01/2010- 06/23/2011
67. O'Hara, Lauren A.	ASB Worker	\$10.00 hr	09/08/2010- 06/23/2011
68. Pederson, Chris	ASB Worker	\$10.00 hr	09/08/2010- 11/12/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 7, 2010
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
69. Reese, Kyle	Student Supervisor	\$10.00 hr	10/11/2010- 06/15/2011
70. Scoles, Julianne	ASB Worker	\$10.00 hr	10/06/2010- 06/22/2011
71. Shankle, Damian	ASB Worker	\$10.00 hr	09/02/2010- 11/05/2010
72. Sisk, Michael	ASB Worker	\$10.00 hr	09/07/2010- 11/05/2010
73. Spearman, Mark	ASB Worker	\$10.00 hr	08/16/2010- 11/05/2010
74. Stewart, Heather	ASB Worker	\$10.00 hr	10/08/2010- 11/19/2010
75. Sutton II, James	ASB Worker	\$10.00 hr	09/02/2010- 11/05/2010
76. Williams, Allison	ASB Worker	\$10.00 hr	08/30/2010- 11/05/2010
77. Wittenaar, Sarah	ASB Worker	\$10.00 hr	09/03/2010- 11/05/2010
78. Wood, Robert	ASB Worker	\$10.00 hr	09/02/2010- 11/05/2010

<u>Name</u>	<u>Position-Co-Curricular</u>	<u>Salary</u>	<u>Effective Date</u>
79. Delgado, David	Waterpolo, Varsity Asst	\$2543	09/07/2010- 11/05/2010
80. Fitzgerald, R.	Safety Equipment	\$6780	09/08/2010- 06/23/2011
81. Harp, Mike	Football, Varsity Asst	\$3390	09/03/2010- 11/12/2010
82. Westling, A.	Football, Varsity Asst	\$3390	09/02/2010- 11/05/2010

APPROVE PROMOTION

<u>Name</u>	<u>Promotion</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
83. Barajas, Delia	Lead FS Worker II (Temp/30hpw)	\$ 18.35 hr	R31-1	10/02/2010- 10/29/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 7, 2010
Classified Employees

APPROVE PROMOTION (Cont.)

<u>Name</u>	<u>Promotion</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
84. Casazza, Ann	School Secretary I (10.5mo/40hpw)	\$3176.08 mo	R27-3	11/01/2010
85. Fadich, Eti	Lead FS Worker II (Temp/40hpw)	\$ 18.35 hr	R31-1	10/13/2010- 10/29/2010
86. Landeros, Dianne	Elem Sch Office Mngr (10.75mo/40hpw)	\$4477.04 mo	R33-10	10/26/2010
87. Lantz, Jennifer	Lead FS Worker II (Temp/15hpw)	\$ 18.35 hr	R31-1	09/18/2010- 10/29/2010
89. Maldonado, Norma	Blngl Elem Sch Clerk (10.5mo/40hpw)	\$4053.57 mo	R27-15	10/11/2010
88. Meyer, Catherine	HS Campus Supervisor (9.5mo/14.5hpw)	\$ 15.82 hr	R25-1	11/01/2010
90. Pollard, Carol	Alt Ed Office Manager (11mo/40hpw)	\$4236.85 mo	R33-6	10/04/2010
91. Riddle, Janet	HS Campus Supervisor (9.5mo/17.5hpw)	\$ 18.31 hr	R25-4	10/18/2010
92. Raisola, Diane	Independence Facilitator (9.5hpw/32.5hpw)	\$ 17.86 hr	R22-5	11/01/2010
93. Rodriguez, Laura	Lead FS Worker II (Temp/35hpw)	\$ 18.35 hr	R31-1	10/01/2010- 11/09/2010
94. Schooler, Debbie	IBI Asst/Tutor (9.5mo/40hpw)	\$3584.91 mo	R24-10	10/04/2010
95. Wyman, Karen	Lead FS Worker II (9.5mo/15hpw)	\$ 18.35 hr	R31-1	10/25/2010
96. Yslas, Art	Custodian III (Temp/40hpw)	\$ 25.18 hr	R30-15	10/14/2010- 10/29/2010

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Assignment Adjustment</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
97. Dugan, Linda	Independence Facilitator (9.5mo/30hpw)	\$15.42 hr	R22-2	09/23/2010
98. Hansen, Lisa	Independence Facilitator (9.5mo/32.5hpw)	\$18.75 hr	R22-6	09/08/2010
99. Haralson, Lyla	FS Worker (9.5mo/15hpw)	\$15.39 hr	R14-6	11/04/2010
100. Hoqoq, Safia	Independence Facilitator (9.5mo/32.5hpw)	\$19.69 hr	R22-10	09/08/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 7, 2010
Classified Employees

APPROVE ASSIGNMENT ADJUSTMENT (Cont.)

<u>Name</u>	<u>Assignment Adjustment</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
101. Reza, Margarita	Inst Asst-Preschool (12mo/19.5hpw)	\$17.00 hr	R20-5	10/11/2010
102. Simpson, Patricia	Independence Facilitator (9.5mo/30hpw)	\$18.75 hr	R22-6	10/04/2010
103. Wojaczynski, A.	Academic Advisor (11mo/40hpw)	\$4736.87 mo	R35-10	10/18/2010

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
104. Diaz, Margarita	Blngl Inst Asst-Preschool (TAA NTE 10hrs)	\$21.19 hr	R22-20	09/01/2010- 06/30/2011
105. Kebler, Quincy	Preschool Teacher (TAA NTE 27hrs)	\$24.59 hr	R31-10	10/04/2010- 06/30/2011
106. Meyer, Julie	School Clerk I (TAA NTE 112hrs)	\$17.43 hr	R23-4	09/08/2010- 06/23/2011
107. Velasco, M.	Blngl Inst Asst-Preschool (TAA NTE 30hrs)	\$16.20 hr	R22-3	09/01/2010- 06/30/2011

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY @ REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
108. Cervantes, M.	Preschool Teacher (TAA NTE 20hrs)	09/08/2010- 06/24/2010
109. Fuller, Diana	Health Assistant (TAA NTE 10hpw)	09/20/2010- 12/21/2010
110. Gurrola, Aida	Blngl Inst Asst (TAA NTE 6hrs)	10/06/2010- 03/30/2011
111. Haddy, Kathy	Independence Facilitator (TAA NTE 3hpw)	09/08/2010- 06/23/2011
112. Harvey, Lauren	Inst Asst-Music (TAA NTE 5hpw)	09/13/2010- 10/03/2010
113. Herrscher, Janis	Health Assistant (TAA NTE 10hpw)	09/20/2010- 12/21/2010
114. Jacoby, Cyrena	Health Assistant (TAA NTE 10hpw)	10/13/2010- 12/17/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of December 7, 2010
Classified Employees

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)
PAY @ REGULAR RATE OF PAY

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
115. Lopez, Ann	Independence Facilitator (TAA NTE 6hrs)	09/08/2010- 09/08/2010
116. Olmedo, Jessica	Independence Facilitator (TAA NTE 20hrs)	09/08/2010- 06/24/2011
117. Panici, Kelly	Health Assistant (TAA NTE 10hpw)	09/20/2010- 12/21/2010
118. Talbot, Nita	Interpreter for the Hearing Impaired (TAA NTE 25hrs)	09/08/2010- 06/23/2011
119. Tilton, Carol	Inst Asst-Sp Ed (TAA NTE 4hpw)	09/08/2010- 06/23/2011
120. Townsend, Debbi	Health Assistant (TAA NTE 10hpw)	09/20/2010- 12/21/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent
FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services
SUBJECT: **CERTIFICATED PERSONNEL ACTIVITY**

BACKGROUND INFORMATION

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

FINANCIAL IMPLICATIONS

These positions will be charged to the appropriate fund and are included in the adopted budget.

STAFF RECOMMENDATION

It is recommended the Board approve the Certificated Personnel Activity list.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, December 7, 2010
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. Giger, Alyssa	Teacher	Temp Cont Exp	02/08/2010	06/23/2010
2. Jensen, Michael	Teacher	Temp Cont Exp	08/29/2007	06/23/2010
3. Swanson, Peggy	Principal, MS	Retirement	02/28/1994	11/18/2010

APPROVE EMPLOYMENT

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/Step</u>	<u>Effective Date</u>
4. Curley, Julie	Teacher	\$49,444	B-1	10/26/2010
5. Derry, Patrick	Teacher	\$47,090	A-1	10/22/2010
6. Glassen, Nina	Teacher	\$73,936	D-9	10/26/2010
7. Rodriguez, Aimee	Teacher	\$49,444	B-1	10/11/2010

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

- | | |
|--------------------|------------------|
| 8. Delprato, Kelly | 10. Workman, Ken |
| 9. Howell, Lia | |

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

- | | |
|-------------------------|-------------------|
| 11. Debowski, Katherine | 14. McBride, Jill |
| 12. Farias, Paula | 15. Puff, Kelly |
| 13. Hernandez, Diana | |

APPROVE 6/5^{ths} ASSIGNMENT 1st SEMESTER

- | | |
|---------------------|-------------------|
| 16. Adnams, Craig** | 17. Vigus, Dave** |
|---------------------|-------------------|

* Special Education Teacher

** Not enough courses to hire an additional teacher (sections are within the site's staffing allocation)

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, December 7, 2010
Certificated Employees

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
18. Paterno, Rocco	Teacher 80%	Teacher 100%	10/04/2010
19. Pedraza, Jose Luis	Teacher	ETAP II	08/09/2010
20. Tenney, Sandy	Teacher 80%	Teacher 100%	07/01/2010

APPROVE ADDITIONAL ASSIGNMENTS

To Teach After School-Las Palmas Elementary School
21. NTE 100 hours instructional pay @ \$35.00 per hour 09/27/2010-06/23/2011

Homework Zone-Niguel Hills Middle School
22. NTE 61 hours total instructional pay @ \$35.00 per hour 10/04/2010-02/03/2011

Attend/Participate in Beckman Science "Earth Scientists" Training-
Staff Development
23. NTE 3.5 hours instructional pay @ \$35.00 per hour 10/02/2010-10/02/2010

ELD Advisor Elementary-Carl Hankey Elementary School
NTE 45 hours non-instructional pay @ \$30.00 per hour 01/01/2010-06/30/2011

24. Foote, Carol
ELD Advisor Middle School-Carl Hankey Middle School
NTE 15 hours non-instructional pay @ \$30.00 per hour 09/01/2010-06/30/2011

25. Foote, Carol
After School Science Homework Club and ZAP Class-
Marco Forster Middle School
NTE 185 hours instructional pay @ \$35.00 per hour 09/27/2010-06/23/2011

26. Gant, Tina
After School Yearbook Class-Marco Forster Middle School
NTE 35 hours instructional pay @ \$35.00 per hour 10/04/2010-06/23/2011

27. Martus, Larissa

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, December 7, 2010
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

- After School National History Day Tutoring Class-
Marco Forster Middle School
- NTE 14 hours instructional pay @ \$35.00 per hour 10/04/2010-01/20/2011
28. Southall, Jacqueline
- Link Crew-Aliso Niguel High School
- NTE 15 hours instructional pay @ \$35.00 per hour 08/01/2010-09/08/2010
29. Croix, Nora
- ELD Advisor During the 2010-2011 School Year-
Junipero Serra High School-ELD
- NTE 30 hours non-instructional pay @ \$30.00 per hour 09/01/2010-06/30/2011
30. Lechuga, Naomi
- ELD Advisor During the 2010-2011 School Year-
Las Flores Elementary School-ELD
- NTE 37 hours non-instructional pay @ \$30.00 per hour 09/01/2010-06/30/2011
31. Linder, Kelly
- Cover for APE Specialist-Special Education
- NTE 33 hours instructional pay @ \$35.00 per hour 10/07/2010-04/01/2010
32. Brannon, Desiree
- ESY Prep Hours-Special Education
- NTE 3 hours non-instructional pay @ \$30.00 per hour 06/21/2010-06/25/2011
33. Brannon, Desiree
- Policies and Records Review for Significant Disproportionally
Report as Required by CDE-Special Education
- NTE 40 hours non-instructional pay @ \$40.00 per hour 09/21/2010-12/31/2010
34. Dykes, Helene

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, December 7, 2010
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Assist with Teacher Staff Development, Tutoring Programs and
Parent Meetings for Indian Education Program-Lobo Elementary

NTE 50 hours non-instructional pay @ \$30.00 per hour 10/11/2010-06/23/2011

35. Richardson, Kim

Prep for Indian Education Drumming Family Night-
Marco Forster Middle School

NTE 3 hours non-instructional pay @ \$30.00 per hour 10/18/2010-11/18/2010

36. Koba, Rosalia

Indian Education Drumming Family Night-
Marco Forster Middle School

NTE 3 hours instructional pay @ \$35.00 per hour 11/04/2010-01/18/2011

37. Koba, Rosalia

CELDT Testing Proctors-Marco Forster Middle School

NTE 4 hours instructional pay @ \$35.00 per hour 10/09/2010

38. Almanza, Nadine

46. Gant, Tina

39. Barker, Kay

47. Louis, Jamie

40. Bottino, Vivian

48. Martus, Larissa

41. Boyle, Jeanette

49. McKeon, Margie

42. Bustamante, John

50. Morgan, Ed

43. Carr, Mary

51. Mulcahy, Missy

44. Corbin, Nick

52. Passarelli, Kendra

45. Dendel, Ranna

Homework Club Afterschool Program-
Vista del Mar Middle School

NTE 28.5 hours instructional pay @ \$35.00 per hour 09/08/2010-06/23/2011

53. Adnams, Craig

54. Foster, Brooke

Attend/Participate in Keystone Training-Staff Development

NTE three hours non-instructional pay @ \$30.00 per hour 09/01/2010-06/01/2011

55. Aldaco, Danelle

57. King, Brett

56. DeLange, Lynn

58. Parry, Owen

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting, December 7, 2010
Certificated Employees

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
59. Liquori, Aimee	Personal	10/25/2010-12/17/2010
60. Tisdale, Angela	Child Care	12/02/2010-06/24/2011

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **PUBLIC HEARING: OXFORD PREPARATORY ACADEMY
CHARTER SCHOOL**

BACKGROUND INFORMATION

On November 1, 2010, Oxford Preparatory Academy submitted a petition seeking the approval of a charter school to serve 628 students in Grades K through 8 beginning in the 2011-2012 school year.

Due to the size of the Oxford Preparatory Academy petition, documents are posted on Capistrano Unified School District's website and can be accessed at the following link:

http://capousd.ca.schoolloop.com/cms/page_view?d=x&piid=&vpid=1260020103105

The charter petition is also on file and available for review in the Education Division. For more information please contact Julie Hatchel, Assistant Superintendent.

In addition to the charter petition, the Oxford Preparatory Academy has submitted a request for use of facilities as granted by Proposition 39.

In accordance with Education Code §47605 and Board Policy 0420.4, the Board is obligated to hold a public hearing on the provisions of the charter within 30 days of the receipt of a charter petition. The purpose of the public hearing is to seek comment on support for the charter petition by employees of the District, parents, and community members.

CURRENT CONSIDERATIONS

The purpose of this agenda item is to request a public hearing be held as required by Education Code and Board Policy.

Following the public hearing, staff will take into consideration public and staff input, and determine whether the charter petition adequately addresses all the provisions required by law. The Board shall either approve or deny the charter petition at the January 11, 2011 meeting of the Board of Trustees. If mutually agreed upon by both parties, an extension may be granted to approve or deny the charter petition at the February 8, 2011 meeting.

FINANCIAL IMPLICATIONS

The financial implications of the charter petition are unknown at this time.

STAFF RECOMMENDATIONS

It is recommended the Board of Trustees conduct a public hearing to accept comments from the public on the charter petition of Oxford Preparatory Academy Charter School.

DISCUSSION/
ACTION

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

TO: Joseph M. Farley, Superintendent

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

SUBJECT: **LEGAL SERVICES' EXTENSION AGREEMENTS**

BACKGROUND INFORMATION

On December 15, 2009, the Trustees awarded Request for Qualifications No. 10-0809 – General Legal Services to establish a bench of firms to be utilized on an as needed basis for services in their specific area of specialization. These firms were chosen for their experience, expertise, and service to districts.

The original contract term for the firms was from January 1, 2010, through December 21, 2010, with two one-year renewal periods at the option of the Board of Trustees.

CURRENT CONSIDERATIONS

This agenda item requests approval of the Extension of Agreements between Capistrano Unified School District and the various legal firms to provide services in their area of specialization as outlined below.

Agenda Item	Firm	Area of Specialization and/or Representation	Fees	Expended January to October	Estimated Expenditures January – June 2011
42.1	Bergman & Dacey, Inc.	Construction matters and litigation related to SJHHS, SCHS, and CEQA busing. Firm is used on a limited basis for litigation and specialized facility and construction matters.	\$250 - Counsel \$225 - Associate \$115 - Paralegal	\$101,630	\$30,000

42.2	Best, Best & Krieger	All special education matters and representation	\$233 – Partner \$216 - Counsel \$202 - Associate \$192 - Associate II \$129 - Paralegal	\$40,885	\$35,000
42.3	Dannis, Woliver, & Kelly	General business law, charter schools, developer fees, special education, negotiations	\$225 - \$250 - Partner \$210/\$225 - Sr. Assoc. \$185 - \$210 - Associate \$110 - \$125 - Paralegal	\$70,960	\$150,000
42.4	Harbottle Law Group	All special education matters and representation	\$195 - Partner \$185 - Sr. Assoc. \$180 - Associate \$ 75 – Paralegal	\$89,210	\$85,000
42.5	Law Office of Caroline Zuk	All special education matters and representation	\$195 – Partner	\$18,920	\$80,000
42.6	Stradling, Yocca, Carlson & Rauth	Community Facility Districts, Developer Fees	\$425 - Partner \$305 - Sr. Assoc. \$275 - Associate \$125 - Paralegal	\$11,370	\$5,000

Included with each agenda item for your review and consideration are the following documents for each firm:

1. Extension of Agreement (Exhibit A)
2. Current Contract (Exhibit B)

The extension term is January 1, 2011, through December 31, 2011.

Given the likelihood that the Board will wish to discuss overall legal fees for the District, it should be noted that the Board approved the use of four additional legal firms for the fiscal year that will conclude on June 30, 2011. Those firms are referenced in the table that appears on the following page.

Firm	Area of Specialization and/or Representation	Fees	Expended July to October
Luce Forward	Scope is currently limited to Whispering Hills litigation. Additional expenditures hinge on outcome of negotiations/settlement discussions.	\$390 - Partner \$255 - Sr. Associate \$220 - Associate	\$343,500
Stutz, Artiano, Shinoff and Holtz	General education law, and personnel related matters	\$180 - Partner \$170 - Associate \$ 72 - Paralegal	\$2,210
Atkinson, Andelson, Loya, Rudd & Romo	Negotiations/Personnel Issues Used primarily over the past year for negotiations. Anticipate limited use during the remainder of 2010/11 for personnel issues only.	\$225 - Sr. Partner \$220 - Partner	\$149,567
Bowie Arneson	Whispering Hills litigation. Community Facility Districts, Dev. Fees. Additional expenditures for Whispering Hills matter hinge on outcome of settlement discussions. Also used on an ongoing basis for CFD and Dev. Fee issues.	\$235 - Partner \$205 - Sr. Associate \$195 - Associate \$ 75 - Paralegal	\$66,230.12

FINANCIAL IMPLICATIONS

Financial Impact: Services on an as-needed basis, per fee schedules
 Funding Source: Funds for services will come from the appropriate accounts, depending on department

STAFF RECOMMENDATION

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, who will present proposed Extension of Agreements for legal services. Following discussion, it is recommended the Board of Trustees ratify the Extension of Agreements for the following firms:

- 42.1 Bergman & Dacey
- 42.2 Best Best & Kreiger
- 42.3 Dannis Woliver Kelley
- 42.4 Harbottle Law Group
- 42.5 Law Office of Caroline Zuk
- 42.6 Stradling Yocca Carlson & Rauth

DISCUSSION/
ACTION

42.1 BERGMAN & DACEY, INC

EXTENSION OF AGREEMENT NO. C0910107

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BERGMAN & DACEY, INC.

Consultant Agreement No. C0910107 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Bergman & Dacey, Inc., shall be extended an additional twelve (12) months for the period January 1, 2011, through December 31, 2011, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Bergman & Dacey, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

GREGORY M. BERGMAN
JOHN P. DACEY
MICHELE M. GOLDSMITH
MITCHELL C. FREDERICK
ARASH BERAL
BRIAN J. BERGMAN
ELINA GEYKHER

LAW OFFICES OF
BERGMAN & DACEY, INC.
SERVICE ■ LOYALTY ■ SOLUTIONS
LOS ANGELES
10880 WILSHIRE BLVD, SUITE 900 LOS ANGELES, CALIFORNIA 90024
TEL: 310.470.6110 FAX: 310.474.0931
ORANGE COUNTY
17762 COWAN, SUITE 200 IRVINE, CA 92614-6097
TEL: 949.494.1393 FAX: 949.494.8963

OF COUNSEL
MARK W. WATERMAN
LEAH S. BERGMAN
KRISTI SJOHOLM-SIERCHIO
ROBERT D. BERGMAN
PATRICK S. KNIGHTLY
NICHOLAS BROWNING III
JAMES L. KEANE
RICHARD A. FOND
LLOYD A. BERGMAN (1923-1994)
RICHARD V. GODINO (1929-2001)

November 3, 2010

OUR FILE NO. 1024.02

Ms. Terry Fluent, Director of Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

Re: RFQ 10-0809 – General Legal Services

Dear Ms. Fluent

Bergman & Dacey, Inc. wishes to extend its current contract with the Capistrano Unified School District for an additional twelve (12) months. Our rate structure will remain as is. The rates are:

Shareholders/Of Counsel -	\$250.00
Associate -	\$225.00
Paralegal -	\$115.00

Please do not hesitate to contact me with any questions. Thank you.

Sincerely,



GREGORY M. BERGMAN

GMB/cd



Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Bergman & Dacey, Inc.

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** General legal services as required by District. Fees and services per RFQ 10-0809.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on January 1, 2010 and will diligently perform as required and complete performance by December 31, 2010.

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

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

N/A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Gregory M. Bergman Bergman & Dacey, Inc. 10880 Wilshire Blvd., #900 Los Angeles, CA 90024 (310) 470-6110

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

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

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

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

a. Exhibit A Pricing Sheet

b. Exhibit B N/A

c. Exhibit C N/A

CONSULTANT NAME: Bergman & Dacey, Inc. Contract No. C0910107

This AGREEMENT is entered into this 1st Day of January 2010.

DISTRICT:

CONSULTANT:

By: Terry Fluent
Terry Fluent, Director of Purchasing

By: [Signature]
Signature

Gregory M. Bergman
Printed Name

President
Title

12/15/09
Board Approval Date

95-385-3032
Social Security or Taxpayer Identification

EXHIBIT A
PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT

a summary of the estimated costs suitable for detailed review and analysis.

The Proposer shall complete the Price/Cost Proposal in its entirety.

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

The number of hours listed below are for evaluation purposes only, and may vary. The District does not guarantee the number of hours.

Legal Area CONSTRUCTION LITIGATION

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$250.00	\$12,500.00
Sr. Associate	100	\$225.00	\$11,250.00
Associate	100	\$225.00	\$11,250.00
Paralegal	50	\$115.00	\$5,750.00
Total Price			\$40,750.00

GREGORY M. BERGMAN
Print Name of Firm and Authorized Signer


Authorized Signature

95-3853032
Federal I.D. #/License

April 24, 2009
Date

42.2 BEST BEST & KREIGER

EXTENSION OF AGREEMENT NO. C0910098

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BEST BEST & KRIEGER LLP

Consultant Agreement No. C0910098 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Best Best & Krieger LLP shall be extended an additional twelve (12) months for the period January 1, 2011, through December 31, 2011, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Best Best & Krieger LLP

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

BEST BEST & KRIEGER**ATTORNEYS AT LAW**

INDIAN WELLS
(760) 568-2611

IRVINE
(949) 263-2600

LOS ANGELES
(213) 617-8100

ONTARIO
(909) 989-8584

3750 University Avenue, Suite 400
Post Office Box 1028
Riverside, California 92502-1028
(951) 686-1450
(951) 686-3083 Fax
BBKlaw.com

SACRAMENTO
(916) 325-4000

SAN DIEGO
(619) 525-1300

WALNUT CREEK
(925) 977-3300

Jack B. Clarke, Jr.
(951) 826-8233
Jack.Clarke@bbklaw.com
File No. 27267.00001

November 15, 2010

VIA FACSIMILE TO # 949-493-4083

Mr. Terry Fluent
CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, CA 92675

Re: Rates for 2011 Consulting Agreement

Dear Mr. Fluent:

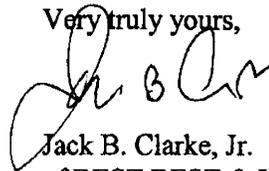
Your assistant's voicemail message has been forwarded to me for response.

Per your request, the hourly rates for the Capistrano Unified School District 2011 Consulting Agreement are as follows:

Attorney – Partner	\$233/hr.
Attorney – Of Counsel	\$216/hr.
Attorney – Associate	\$202/hr.
Attorney – Associate 2	\$192/hr.
Paralegal and Clerk	\$129/hr.

Please do not hesitate to call me if you have any questions.

Very truly yours,



Jack B. Clarke, Jr.
of BEST BEST & KRIEGER LLP

JBC:trl
27267.00001\5751381.1



Consultant Agreement

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

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** General legal services as required by District. Fees and services per RFQ 10-0809.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on January 1, 2010 and will diligently perform as required and complete performance by December 31, 2010.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Scott C. Smith Best Best & Krieger LLP 5 Park Plaza, Suite 1500 Irvine, CA 92614 (949) 263-2600

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

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

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

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

a. Exhibit A Fee/Services Schedule

b. Exhibit B N/A

c. Exhibit C N/A

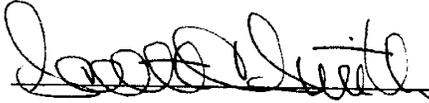
CONSULTANT NAME: Best Best & Krieger LLP Contract No. C0910098

This AGREEMENT is entered into this 1st Day of January, 2010.

DISTRICT:

CONSULTANT:

By: 
Terry Fluent, Director of Purchasing

By: 
Signature

SCOTT C. SMITH
Printed Name

PARTNER
Title

12/15/09
Board Approval Date

Social Security or Taxpayer Identification

EXHIBIT A

3. FEES/SERVICES SCHEDULE

BB&K recognizes that there is no "one-size-fits-all" compensation arrangement. Therefore, we would welcome the opportunity to discuss the District's needs in more detail so that we can work out a fee structure that works for the District and for us.

As one of the leading public law firms in California, BB&K has a longstanding commitment to the efficient and cost-effective delivery of legal services. We believe that the depth and quality of our expertise and personnel experience in the public law field is second to none. We are able, therefore, to address complex legal issues with creativity, speed, efficiency and accuracy at a fair and reasonable cost.

Based upon our experiences with similar agencies, we believe we can provide a full range of legal services within the budget parameters of the District, greatly reducing the need and excessive cost of contracting with additional legal specialists.

BB&K has represented small, medium and large sized public agencies, and a variety of other special districts, as general counsel and special counsel for many years. We recognize the need not only to keep legal costs under control but to reduce them by cooperatively implementing more cost-effective and efficient systems for delivering legal services in a timely fashion and at an affordable cost.

BB&K proposes that all General Legal Services provided will be billed at the following hourly rates:

Partners:	\$230 / hour
Of Counsel:	\$214 / hour
Sr. Associates:	\$200 / hour
Jr. Associates:	\$190 / hour
Paralegals:	\$128 / hour

Special Counsel Legal Services would be billed at the following hourly rates:

Partners:	\$251 / hour
Of Counsel:	\$241 / hour
Sr. Associates:	\$225 / hour
Jr. Associates:	\$215 / hour
Paralegals:	\$139 / hour

Special Counsel Legal Services are defined as all complex Redevelopment, Litigation, complex Labor & Employment, CEQA, Environmental Law, Natural Resources, Eminent Domain general Public Finance and complex Public Works matters. Any complex public financing work requiring delivery of an opinion as issuer's counsel, bond counsel, disclosure counsel or tax counsel would be billed at rates to be negotiated.

All rates would be annually adjusted by the CPI.

42.3 DANNIS WOLIVER KELLEY

EXTENSION OF AGREEMENT NO. C0910099

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DANNIS WOLIVER KELLEY

Consultant Agreement No. C0910099 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Dannis Woliver Kelley shall be extended an additional twelve (12) months for the period January 1, 2011, through December 31, 2011, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Dannis Woliver Kelley

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



DANNIS WOLIVER KELLEY

JANET L. MUELLER

Attorney at Law
jmueller@DWKesq.com

San Diego

November 2, 2010

VIA FACSIMILE (949) 493-4083

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

Re: Dannis Woliver Kelley Consultant Agreement

Dear Ms. Fluent:

We received your letter dated November 2, 2010 and respond in the affirmative that we would like to extend our agreement with the Capistrano Unified School District at our current rate ranges for an additional twelve months (January 1, 2011-December 31, 2011). If you send us a contract reflecting the new term, we would be happy to execute it.

For clarification, please note that in the circumstance where an attorney is promoted into a different attorney classifications over the course of our agreement (for example, they have moved from "associate" to "senior associate," or from "senior associate" to "partner"), the hourly rate would be that of the new attorney classification.

Please do not hesitate to call if you should have any questions.

Very truly yours,

DANNIS WOLIVER KELLEY

Janet L. Mueller

JLM:jk

SF 465754v1

SAN FRANCISCO
71 Stevenson Street
19th Floor
San Francisco, CA 94105
TEL 415.543.4111
FAX 415.543.4384

LONG BEACH
301 East Ocean Boulevard
Suite 1750
Long Beach, CA 90802
TEL 562.366.8500
FAX 562.366.8505

SAN DIEGO
750 B Street
Suite 2310
San Diego, CA 92101
TEL 619.595.0202
FAX 619.702.6202

www.DWKesq.com

DEDICATION
WISDOM
KNOW-HOW



FEES/SERVICES SCHEDULE

January 1, 2011 – December 31, 2011

Title	Hourly Rate
Partner	\$225 – 250
Sr. Associate	\$210 – 225
Associate	\$185 – 210
Paralegal	\$110 - 125



Consultant Agreement

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

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

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

General legal services as required by District. Fees and services per RFQ 10-0809

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on January 1, 2010 and will diligently perform as required and complete performance by December 31, 2010.

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

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

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

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

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

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

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

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

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

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

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

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

11. **Insurance:** Pursuant to Section 10, CONSULTANT agrees to carry a commercial general liability insurance and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured's by separate endorsement under said policy.
12. **Assignment:** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.
13. **Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.
14. **Permits/Licenses:** CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
15. **Employment with Public Agency:** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

5/30/08

4

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

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

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

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Janet L. Mueller Miller Brown & Dannis 750 B. Street, Suite 2310 San Diego, CA 92101 (619) 595-0202

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

CONSULTANT NAME: Miller Brown & Dannis Contract No. C0910099

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

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

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

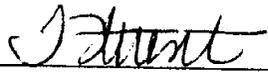
- a. Exhibit A Pricing Sheet
- b. Exhibit B Special Conditions
- c. Exhibit C N/A

CONSULTANT NAME: Miller Brown & Dannis Contract No. C0910099

This AGREEMENT is entered into this 1st Day of January, 2010.

DISTRICT:

CONSULTANT:

By: 
Terry Fluent, Director of Purchasing

By: 
Signature

Janet Mueller
Printed Name

Shareholder
Title

12/15/09
Board Approval Date

94-3172834
Social Security or Taxpayer Identification

EXHIBIT A
III. FEES/SERVICES SCHEDULE

PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT

a summary of the estimated costs suitable for detailed review and analysis.

The Proposer shall complete the Price/Cost Proposal in its entirety.

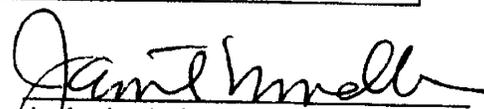
The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period.

The number of hours listed below are for evaluation purposes only, and may vary. The District does not guarantee the number of hours.

Legal Area Human Resources, Education Services, Facilities Services, Special Education, Business Services, Government Relations, Central Office

Title	Number of Hours	X Hourly Rate =	Extension *
Partner	50	\$225 - 250	\$11,250 - \$12,500
Sr. Associate	100	\$210 - 225	\$21,000 - \$22,500
Associate	100	\$185 - 210	\$18,500 - \$21,000
Paralegal	50	\$110 - 125	\$5,500 - \$6,250
Total Price			\$56,750 - \$64,000

Miller Brown & Dannis/Janet L. Mueller
 Print Name of Firm and Authorized Signer


 Authorized Signature

94-3172834
 Federal I.D. #/License

April 28, 2009
 Date

*Per existing Agreement with CUSD, Deborah Ungar's rate for legal services through June 30, 2009 is \$225/hour.



Capistrano Unified School District
 Request for Qualifications No. 10-0809
 Fees/Services Schedule

EXHIBIT B
 (8 of 11)

EXHIBIT B

**CAPISTRANO UNIFIED SCHOOL DISTRICT
CONSULTANT AGREEMENT
CONTRACT NO. C0910099**

SPECIAL CONDITIONS

Paragraph 8 – “Copyright/Trademark/Patent”, shall be considered omitted

Paragraph 9 – “Termination Clause”, 3-day notice shall be changed to 30-day notice. Remove sentence “If the cost to the District exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT.”

Paragraph 11 – “Insurance”, Language stating that the consultant agrees to provide an endorsement to the policy that shall be primary, and any insurance carried by the District shall be excess and noncontributory shall be considered omitted. A certificate of liability insurance listing the District as Certificate Holder and Additional Insured will be acceptable.

AMENDMENT TO CONSULTANT AGREEMENT NO. C0910099

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MILLER BROWN & DANNIS

Consultant Agreement No. C0910099 between Capistrano Unified School District and Miller Brown & Dannis shall be amended to reflect the new business name of Dannis Woliver Kelley (DWK). This change shall be incorporated into the original Agreement attached.

Except as set forth in this Amendment to Agreement, and Board approved on December 15, 2009, all other terms and conditions of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Dannis Woliver Kelley (DWK)

By: Terry Fluent
Signature

By: Janet Mueller
Signature

Terry Fluent

Janet Mueller
Print Name

Director, Purchasing

Shareholder
Title

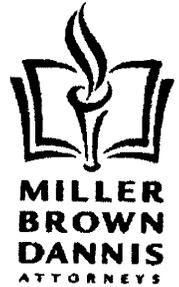
Date: 4/22/10

Date: 3-1-10

February 3, 2010

Susan Melly
Special Education Director
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Handwritten note:
See attached
1/28/10



Re: Miller Brown & Dannis Will Become Dannis Woliver Kelley:
New Name, Same Great People and Service

SAN FRANCISCO
71 Stevenson Street
Nineteenth Floor
San Francisco, CA 94105
Tel 415.543.4111
Fax 415.543.4384

Dear Ms. Melly:

LONG BEACH
301 East Ocean Boulevard
Suite 1750
Long Beach, CA 90802
Tel 562.366.8500
Fax 562.366.8505

On March 1, 2010 Miller Brown & Dannis will take on the new firm name of Dannis Woliver Kelley (DWK). Although the name is changing, we will continue with all of the same attorneys, providing the same superior counsel and service. Our commitment to provide timely and excellent advice will remain as strong as ever.

SAN DIEGO
750 B Street
Suite 2310
San Diego, CA 92101
Tel 619.595.0202
Fax 619.702.6202

We will continue to be the only law firm in California that has dedicated itself exclusively to serving school and community college districts for over 30 years. The DWK firm name reflects current leaders of our firm and affirms the past, present and future vision of all our attorneys: To be partners with districts throughout the state in their quest to provide excellent educational services to students.

www.mbdlaw.com

Gregory J. Dannis, President of the firm, Sandra Woliver, and Managing Shareholder Mark Kelley are the named shareholders of DWK. Dannis Woliver Kelley will continue to assist our clients to meet all of the challenges confronting the people and institutions that make up California's public education system. DWK will keep on providing innovative and focused legal services consistent with its motto: Dedication, Wisdom, and Know-how.

This name change has no effect on your District's fee agreement with the firm. Our rates, scope of services, corporate structure, and attorneys remain the same as before. You will receive your 2010-2011 fee agreement later this spring with the new firm name included.

Please do not hesitate to contact us if you have any questions about this exciting development.

Very truly yours,

MILLER BROWN & DANNIS

Gregory J. Dannis
President

Sandra Woliver
Shareholder

Mark W. Kelley
Shareholder

ON MARCH 1 2010

42.4 HARBOTTLE LAW GROUP

EXTENSION OF AGREEMENT NO. C0910101

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HARBOTTLE LAW GROUP

Consultant Agreement No. C0910101 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Harbottle Law Group shall be extended an additional twelve (12) months for the period January 1, 2011, through December 31, 2011, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Harbottle Law Group

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



S. Daniel Harbottle, JD, PhD
600 Anton Blvd., Suite 1100
Costa Mesa, CA 92626
Tel: 714.371.4385
Fax: 714.371.4485
dharbottle@harbottlelaw.com
www.harbottlelaw.com

November 3, 2010

VIA FACSIMILE AND U.S. MAIL

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

Re: General Legal Services

Dear Ms. Fluent:

I am writing in response to your letter dated November 2, 2010. By this letter, I provide confirmation that Harbottle Law Group wishes to extend its contractual relationship with Capistrano Unified School District for another year following the expiration of the current contract on December 31, 2010, and that we are more than happy to maintain our current contractual billing rate for the next contractual period.

Thank you for your inquiry, and please let me know if you need anything further, as I am glad to provide it.

Very truly yours,

A handwritten signature in black ink, appearing to read 'S. Daniel Harbottle', written over a horizontal line.

S. Daniel Harbottle

SDH/drr

{1007671.1}

EXHIBIT A
PRICING SHEET

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

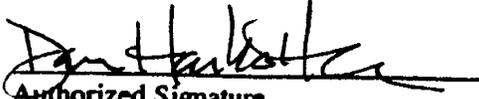
The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period.

The number of hours listed below are for evaluation purposes only, and may vary. The District does not guarantee the number of hours.

Legal Area Special Education

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$195/hr	\$9,750
Sr. Associate	100	\$185/hr	\$18,500
Associate	100	\$180/hr	\$18,000
Paralegal	50	\$75/hr	\$3,750
Total Price	300		\$50,000

Harbottle Law Group
S. Daniel Harbottle
Print Name of Firm and Authorized Signer


Authorized Signature

046-48-0968
Federal I.D. #License

April 28, 2009
Date



Consultant Agreement

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

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be Provided by CONSULTANT: _____

General legal services as required by District. Fees and services per RFQ 10-0809

2. Term: CONSULTANT shall commence providing services under this AGREEMENT on January 1, 2010 and will diligently perform as required and complete performance by December 31, 2010.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	S. Daniel Harbottle Harbottle Law Group 600 Anton Blvd., Suite 1100 Costa Mesa, CA 92626 (714) 371-4385

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

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

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

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

a. Exhibit A Pricing Sheet

b. Exhibit B N/A

c. Exhibit C N/A

CONSULTANT NAME: Harbottle Law Group Contract No. C0910101

This AGREEMENT is entered into this 1st Day of January, 2010.

DISTRICT:

CONSULTANT:

By: Terry Fluent
Terry Fluent, Director of Purchasing

By: [Signature]
Signature

DAN HARBOTLE
Printed Name

DIRECTOR
Title

12/15/09
Board Approval Date

[Redacted]
Social Security or Taxpayer Identification

EXHIBIT A
PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT

a summary of the estimated costs suitable for detailed review and analysis.

The Proposer shall complete the Price/Cost Proposal in its entirety.

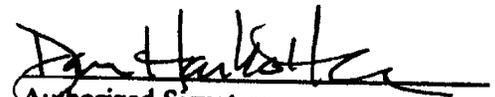
The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period.

The number of hours listed below are for evaluation purposes only, and may vary. The District does not guarantee the number of hours.

Legal Area Special Education

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$195/hr	\$9,750
Sr. Associate	100	\$185/hr	\$18,500
Associate	100	\$180/hr	\$18,000
Paralegal	50	\$75/hr	\$3,750
Total Price	300		\$50,000

Harbottle Law Group
S. Daniel Harbottle
Print Name of Firm and Authorized Signer


Authorized Signature

046-48-0968
Federal I.D. #/License

April 28, 2009
Date

42.5 LAW OFFICE OF CAROLINE ZUK

EXTENSION OF AGREEMENT NO. C0910100

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LAW OFFICE OF CAROLINE A. ZUK

Consultant Agreement No. C0910100 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Law Office of Caroline A. Zuk shall be extended an additional twelve (12) months for the period January 1, 2011, through December 31, 2011, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Law Office of Caroline A. Zuk

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

FEE SCHEDULE

Law Office of Caroline A. Zuk
Caroline A. Zuk, Owner
Federal I.D. No. 568-85-8890
3730 East Broadway Avenue, Suite A
Long Beach, California 90803
T. (562) 439-9007
F. (562) 439-9686
c.zuk2@verizon.net

By signing below, the Law Office of Caroline A. Zuk agrees to extend the current contract with the Capistrano Unified School District for special education legal services for an additional 12-month period at the same hourly rate listed below.

Description of Services

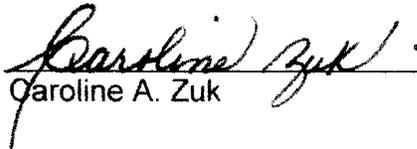
Legal representation in various special education matters, including representation in due process hearings, filing of legal documents, preparing witnesses to testify at hearings, and providing legal consultation regarding the provision of a free and appropriate public education to students with disabilities.

Rate of Pay

\$195.00 per hour

November 4, 2010

LAW OFFICE OF CAROLINE A. ZUK


Caroline A. Zuk



Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Law Office of Caroline A. Zuk

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** _____
General legal services as required by District. Fees and services per RFQ 10-0809.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on January 1, 2010 and will diligently perform as required and complete performance by December 31, 2010.

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

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

N/A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Caroline A. Zuk Law Office of Caroline A. Zuk 3730 E. Broadway Ave., Suite A Long Beach, CA 90803 (562) 439-9007

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

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

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

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

- a. Exhibit A Pricing Sheet
- b. Exhibit B N/A
- c. Exhibit C N/A

CONSULTANT NAME: Law Office of Caroline A. Zuk Contract No. C0910100

This AGREEMENT is entered into this 1st Day of January 2010.

DISTRICT:

CONSULTANT:

By: T. Fluent
Terry Fluent, Director of Purchasing

By: Caroline Zuk
Signature

Caroline Zuk
Printed Name

Attorney - Owner
Title

12/15/09
Board Approval Date

[REDACTED]
Social Security or Taxpayer Identification

EXHIBIT A
PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT

a summary of the estimated costs suitable for detailed review and analysis.

The Proposer shall complete the Price/Cost Proposal in its entirety.

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

The number of hours listed below are for evaluation purposes only, and may vary. The District does not guarantee the number of hours.

Legal Area Special Education - FAPE, Due Process Hearings

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	195.00	\$ 9,750 ~
Sr. Associate	100	N/A	
Associate	100	N/A	
Paralegal	50	N/A	
Total Price			\$ 9,750 ~

Law Office of Caroline A. Zuk

Print Name of Firm and Authorized Signer

Caroline Zuk

Caroline Zuk
Authorized Signature

568.85.8890

Federal I.D. #/License

April 27, 2009
Date

42.6 STRADLING YOCCA CARLSON & RAUTH

EXTENSION OF AGREEMENT NO. C0910098

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

STRADLING YOCCA CARLSON & RAUTH

Consultant Agreement No. C0910098 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Stradling Yocca Carlson & Rauth shall be extended an additional twelve (12) months for the period January 1, 2011, through December 31, 2011, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Stradling Yocca Carlson & Rauth

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

STRADLING YOCCA CARLSON & RAUTH

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

660 NEWPORT CENTER DRIVE, SUITE 1600

NEWPORT BEACH, CA 92660-6422

TELEPHONE (949) 725-4000

FACSIMILE (949) 725-4100

ORANGE COUNTY
(949) 725-4000

SAN DIEGO
(858) 720-2150

SAN FRANCISCO
(415) 283-2240

SANTA BARBARA
(805) 564-0065

SACRAMENTO
(916) 449-2350

ROBERT J. WHALEN
DIRECT DIAL: (949) 725-4166
RWHALEN@SYCR.COM

November 2, 2010

Ms. Terry Fluent
Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

Re: *RFQ 10-0809 – General Legal Services*

Dear Terry:

In response to your November 2, 2010 letter, we would like to extend our contract for an additional 12-month period, and we are willing to maintain our current fee schedule in effect. We appreciate the opportunity to continue to work with the District.

Please call me with any questions.

Very truly yours,

STRADLING YOCCA CARLSON & RAUTH



Robert J. Whalen

RJW:pm

cc: Ron Lebs



Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Stradling Yocca Carlson & Rauth

hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be Provided by CONSULTANT: _____

General legal services as required by District. Fees and services per RFQ 10-0809.

2. Term: CONSULTANT shall commence providing services under this AGREEMENT on January 1, 2010 and will diligently perform as required and complete performance by December 31, 2010.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Robert J. Whalen Stradling Yocca Carlson & Rauth 660 Newport Center Drive, Suite 1600 Newport Beach, CA 92660

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

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

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

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

- a. Exhibit A Pricing Sheet
- b. Exhibit B Special Conditions
- c. Exhibit C Hold Harmless and Indemnification

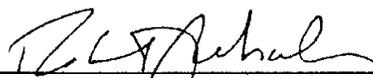
CONSULTANT NAME: Stradling Yocca Carlson & Rauth Contract No. C0910108

This AGREEMENT is entered into this 1st Day of January, 2010.

DISTRICT:

CONSULTANT:

By: 
Terry Fluent, Director of Purchasing

By: 
Signature

Printed Name

Title

12/15/09
Board Approval Date

Social Security or Taxpayer Identification

EXHIBIT A
PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT

a summary of the estimated costs suitable for detailed review and analysis.

The Proposer shall complete the Price/Cost Proposal in its entirety.

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

The number of hours listed below are for evaluation purposes only, and may vary. The District does not guarantee the number of hours.

Legal Area Public Finance

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$425	\$21,250
Sr. Associate	100	\$305	30,500
Associate	100	\$275	27,500
Paralegal	50	\$125	6,250
Total Price			\$85,500

Robert J. Whalen
Stradling Yocca Carlson & Rauth,
a Professional Corporation
Print Name of Firm and Authorized Signer


Authorized Signature

95-3347002
Federal I.D. #/License

April 27, 2009
Date

Consultant Name: Stradling Yocca Carlson & Rauth Contract No. C0910108

The Capistrano Unified District, it's Board, officers, agents and employees shall be named an Additional Insured, by separate endorsement, to Attorney's Commercial General Liability (not Professional Liability) and Automobile Liability policies. Any insurance or self-insurance maintained by Attorney shall be primary and any insurance or self-insurance maintained by District shall be non-contributing.

The insurance coverage's and limits required shall not in any way limit the liability of Attorney.

Governing Law

This Agreement shall be governed by the laws of the State of California with venue to Orange County, California.

Severability

If any provisions of this Agreement are held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of the Agreement shall be legal, valid and enforceable.

Waiver

The waiver by District of a breach of any provision of the Agreement by Attorney shall not operate or be construed as a waiver of any other or subsequent breach by Attorney.

Exhibit B

Page 2 of 2

Consultant Name: Stradling Yocca Carlson & Rauth
Contract No. C0910108



Hold Harmless and Indemnification

Attorney agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter, contractual liability, and damage to property sustained or claimed to have been sustained arising out of any negligent act or omission by Attorney, its officers, agents and employees or its subcontractors; provided, however, that, so long as Attorney maintains in effect professional liability insurance with a maximum limit per occurrence of \$10,000,000 and a \$20,000,000 maximum general aggregate, this duty to defend, indemnify, protect and hold harmless shall not include any claim based upon the alleged errors or omissions of Attorney related to the rendering of or the failure to render professional services. Attorney further agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of District or any of its agents or employees.

Exhibit C

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: ROMERO BILL/OPEN ENROLLMENT ACT WAIVER REQUEST

BACKGROUND INFORMATION

Senate Bill SBX5-4, referred to as the Romero Bill/Open Enrollment Act, requires the State Superintendent of Public Instruction to compile a list of California's 1,000 "low achieving" schools according to Academic Performance Index (API) scores. Students attending schools on this list are granted the right to transfer out of the District, although districts are encouraged to provide in-district transfer options as well.

The following CUSD schools have been identified as low achieving according to Senate Bill SBX5-4 for the 2011-2012 school year, based on 2010 API scores: Kinoshita, Las Palmas, San Juan, Viejo, and Wood Canyon. It should be noted that the provisions of the Romero Bill/Open Enrollment Act give districts a one-year preparation period to facilitate moving students from identified schools upon parent request.

In constructing the list of 1,000 schools, no local educational agency can have more than 10 percent of its schools deemed as open enrollment/low achieving schools. As a result, schools with an API at or close to 800 were included on the list. Due to the unintended consequences of this legislation, many districts have raised questions regarding specific schools included on the list.

The California Department of Education recently announced a waiver process for high achieving schools placed on the list of 1,000. The waiver allows school sites to be excluded from the open enrollment/low achieving list and the option to transfer out of the district. At the October 26 Board meeting, you took action to approve the waiver requests for Wood Canyon and Las Palmas Elementary Schools.

CDE is accepting waiver requests in late December for the March State Board of Education meeting.

The District is seeking a general waiver request of Education Code §48352, excluding Kinoshita, San Juan, and Viejo Elementary Schools from the low achieving schools lists. In order to apply for a waiver, the following conditions must be met:

- A public hearing must be conducted before the Board of Trustees

APPROVAL: ROMERO BILL/OPEN ENROLLMENT ACT WAIVER REQUEST

December 7, 2010

Page 2

- The District must consult with the collective bargaining unit to support the waiver application
- The School Site Councils at the impacted schools must approve the waiver applications, and;
- The Board of Trustees must approve the waiver application

As further background on the inappropriate inclusion of Kinoshita Elementary on the list of 1,000, in 2009 it met Adequate Yearly Progress (AYP) in all subgroups and exited NCLB Program Improvement status. Over the past three years, Kinoshita has grown from an API of 704 to 760. Currently, there are 1,627 elementary schools in California meeting Romero Bill Requirements that have an API less than 760 and 24 elementary schools with an API of 760.

Similarly, San Juan Elementary should not be included on the list of 1,000, as it has made a 74-point API gain over the past three years. San Juan has grown from an API of 678 in 2008 to 752 in 2010, having the highest API growth among traditional elementary schools in Orange County in 2010. Currently, there are 1,393 elementary schools in California meeting Romero Bill requirements that have an API less than 752 and 38 elementary schools with an API of 752. San Juan is a dual immersion language academy where language arts is not formally taught in English until 2nd grade.

Viejo Elementary School has also been inappropriately included on the list of 1,000. Viejo at an API of 774 is near the state benchmark of 800. Viejo is now a dual immersion program where parents from outside of the attendance area apply to have their children participate in the highly desirable program. There are currently 2,064 elementary schools meeting Romero Bill requirements that have an API less than 774 and 36 elementary schools with an API of 774.

CURRENT CONSIDERATIONS

This agenda item provides to the Board for its consideration waivers for Kinoshita Elementary (Exhibit A and Attachment A), San Juan Elementary (Exhibit B and Attachment B), and Viejo Elementary (Exhibit C and Attachment C) to remove these schools from participation in the sanctions of the Romero Bill/ Open Enrollment Act.

The Romero Bill/Open Enrollment Act will not impact the District's Open Enrollment policy. The District will continue to provide families the opportunity to seek enrollment to "schools of choice" within the District. Additionally, the Romero Bill/Open Enrollment Act will not impact the No Child Left Behind Act (NCLB). Because San Juan and Viejo remain Program Improvement (PI) schools under NCLB, students will still have the right to transfer to PI receiving schools until the school exits PI status.

FINANCIAL IMPLICATIONS

Without the approval of these waivers, there could be a loss of ADA-related income due to the loss of students to other districts.

STAFF RECOMMENDATION

Following a public hearing, it is recommended the Board of Trustees approve the General Waiver Requests to waive Education Code §48352, excluding Kinoshita, San Juan, and Viejo Elementary Schools from the 2010-2011 and 2011-2012 lists of low achieving schools.

DISCUSSION/
ACTION

CALIFORNIA DEPARTMENT OF EDUCATION
GENERAL WAIVER REQUEST

GW-1 (Rev. 10-2-09) <http://www.cde.ca.gov/re/lr/wr/>

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 in **Word** and
 back-up material to: waiver@cde.ca.gov

CD CODE						
3	0	6	6	4	6	4

Local educational agency: Capistrano Unified School District on behalf of Kinoshita Elementary School			Contact name and Title: Julie Hatchel, Asst. Supt. Education			Contact person's e-mail address: jhatchel@capousd.org		
Address: (City) (State) (ZIP) 33122 Valle Road San Juan Capistrano, CA 92675			Phone (and extension, if necessary): (949) 234-9229 Fax Number: (949) 489-0467					
Period of request: (month/day/year) From: 7/1/10 To: 6/29/12		Local board approval date: (Required) December 7, 2010		Date of public hearing: (Required) December 7, 2010				

LEGAL CRITERIA

1. Under the general waiver authority of *Education Code* 33050-33053, the particular *Education Code* or *California Code of Regulations* section(s) to be waived (number): 48352 Circle One: **EC** or *CCR*

Topic of the waiver: Open Enrollment Act

2. If this is a renewal of a previously approved waiver, please list Waiver Number: N/A and date of SBE Approval _____
 Renewals of waivers must be submitted two months before the active waiver expires.

3. Collective bargaining unit information. Does the district have any employee bargaining units? No Yes If yes, please complete required information below:

Bargaining unit(s) consulted on date(s): 11-15-10

Name of bargaining unit and representative(s) consulted: Capistrano Unified Education Association, Vicki Soderberg, President

The position(s) of the bargaining unit(s): Neutral Support Oppose (Please specify why)

Comments (if appropriate):

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.

How was the required public hearing advertised?

Notice in a newspaper Notice posted at each school Other: (Please specify) Notification to community by email

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: 11-16-10

Were there any objection(s)? No Yes _____ (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 (use a **strike out key**).

48352. For purposes of this article, the following definitions apply:

~~(a) "Low-achieving school" means any school identified by the Superintendent pursuant to the following:~~

~~—(1) Excluding the schools, and taking into account the impact of the criteria in paragraph (2), the Superintendent annually shall create a list of 1,000 schools ranked by increasing API with the same ratio of elementary, middle, and high schools as existed in decile 1 in the 2008-09 school year.~~

~~—(2) In constructing the list of 1,000 schools each year, the Superintendent shall ensure each of the following:~~

~~—(A) A local educational agency shall not have more than 10 percent of its schools on the list. However, if the number of schools in a local educational agency is not evenly divisible by 10, the Superintendent shall round up to the next whole number of schools.~~

~~—(B) Court, community, or community day schools shall not be included on the list.~~

~~—(C) Charter schools shall not be included on the list.~~

(b) "Parent" means the natural or adoptive parent or guardian of a dependent child.

(c) "School district of enrollment" means a school district other than the school district in which the parent of a pupil resides, but in which the parent of the pupil nevertheless intends to enroll the pupil pursuant to this article.

(d) "School district of residence" means a school district in which the parent of a pupil resides and in which the pupil would otherwise be required to enroll pursuant to Section 48200.

7. **Desired outcome/rationale.** 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.

Approval of this waiver will minimize disruption to the educational program and recognize the 99 point API growth at Kinoshita Elementary School within the past four years. In 2007, Kinoshita had an API score of 661. In 2008, the school rose to 704 and in 2009, Kinoshita had a 50 point increase resulting in an API score of 754. Kinoshita made their AYP targets in 2009 and exited Program Improvement under NCLB. Students at Kinoshita continue to make growth and the school's 2010 API score is now 760. 1,627 elementary schools meeting eligibility requirements for the Romero Bill have an API less than 760.

The Romero Bill "failing school" designation does not match the reality of this achieving school.

8. **Demographic Information:**

Kinoshita Elementary School has a student population of 661 and is located in a suburban area in San Juan Capistrano, Orange County. Specific demographic information regarding tested subgroups is attached.

Is this waiver associated with an apportionment related audit penalty? (per EC 41344) No Yes
(If yes, please attach explanation or copy of audit finding)

Has there been a Categorical Program Monitoring (CPM) finding on this issue? No Yes
(If yes, please attach explanation or copy of CPM finding)

District or County Certification – I hereby certify that the information provided on this application is correct and complete.

Signature of Superintendent or Designee:	Title: Superintendent	Date:
FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY		
Staff Name (<i>type or print</i>):	Staff Signature:	Date:
Unit Manager (<i>type or print</i>):	Unit Manager Signature:	Date:
Division Director (<i>type or print</i>):	Division Director Signature:	Date:
Deputy (<i>type or print</i>):	Deputy Signature:	Date:

[DataQuest home](#) > [API home](#) > [Reports](#) > [Select School](#) > [School Reports](#) > Current Page

2009-10 Growth Academic Performance Index (API) Chart



School Demographic Characteristics 2010 Growth Academic Performance Index (API) Report

California Department of Education
Assessment, Accountability and Awards Division
10/8/2010

School: Kinoshita Elementary
LEA: Capistrano Unified
County: Orange
CDS Code: 30-66464-6117733
School Type: Elementary

- 2010 Growth API Links:
- [School API Growth and Targets Met](#)
 - [School Chart](#)
 - [School Content Area Weights](#)
 - [LEA List of Schools](#)
 - [County List of Schools](#)
- (An LEA is a school district or county office of education.)

Direct Funded Charter School: No

2009-10 APR		2009-10 State API			2010 Federal AYP and PI		
Summary	Glossary	Base	Guide	Growth	AYP	PI	Guide

State Accountability: Academic Performance Index (API)

School Demographic Characteristics

These data are from the October 2009 California Basic Educational Data System (CBEDS) data collection and the 2010 Standardized Testing and Reporting (STAR) Program student answer document.

Ethnic/Racial (STAR)	Percent	Enrollments* (STAR)	Percent
Black or African American	0	Grade 2	22
American Indian or Alaska Native	1	Grades 3-5	78
Asian	0	Grade 6	0
Filipino	0	Grades 7-8	0
Hispanic or Latino	97	Grades 9-11	0
Native Hawaiian or Pacific Islander	0	<i>*This is a percentage of all enrollments in grades 2-11.</i>	
White	1	Parent Education Level (STAR)	
Two or More Races	1	Percentage with a response*	99
<i>These percentages may not sum to 100 due to responses of: other, multiple, declined to state, or non-response.</i>		Of those with a response:	
Participants in Free or Reduced-Price Lunch (STAR)	93	Not a high school graduate	38
		High school graduate	45
		Some college	13
		College graduate	4
		Graduate school	0
Participants in Gifted and Talented Education Program (STAR)	1	<i>*This number is the percentage of student answer documents with stated parent education level information.</i>	
Participants in Migrant Education Program (STAR)	2	Average Parent Education Level (STAR)	Average 1.83
English Learners (STAR)	76	<i>The average of all responses where "1" represents "Not a high school graduate" and "5" represents "Graduate school."</i>	
		Average Class Size (CBEDS)	

Reclassified Fluent-English-Proficient (RFEP) Students (STAR)	16	<u>Grades</u> K-3	<u>Average</u>
Students with Disabilities (STAR)	6	4-6 Core academic courses in departmentalized programs	
Mobility			<u>Number</u>
School, CBEDS Date (STAR)	96	Enrollment in Grades 2-11 on First Day of Testing (STAR)	400
LEA, CBEDS Date (STAR)	96		
<i>These are the percentages of students who were counted as part of the school's or LEA's enrollment on the October 2009 CBEDS data collection and who have been continuously enrolled since that date.</i>			
Fully-Credentialed Teachers (CBEDS)		Students Exempted from STAR Testing Per Parent Written Request (STAR)	0
Teachers with Emergency Credentials (CBEDS)		Number of Students Tested (STAR)	400
		Multi-track, Year-round School (CBEDS)	<u>Yes/No</u> No

CALIFORNIA DEPARTMENT OF EDUCATION
GENERAL WAIVER REQUEST

GW-1 (Rev. 10-2-09) <http://www.cde.ca.gov/re/lr/wr/>

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 in **Word** and
 back-up material to: waiver@cde.ca.gov

CD CODE						
3	0	6	6	4	6	4

Local educational agency: Capistrano Unified School District on behalf of San Juan Elementary School			Contact name and Title: Julie Hatchel, Asst. Supt. Education			Contact person's e-mail address: jhatchel@capousd.org		
Address: (City) (State) (ZIP) 33122 Valle Road San Juan Capistrano, CA 92675			Phone (and extension, if necessary): (949) 234-9229 Fax Number: (949) 489-0467					
Period of request: (month/day/year) From: 7/1/10 To: 6/29/12		Local board approval date: (Required) December 7, 2010		Date of public hearing: (Required) December 7, 2010				

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Topic of the waiver: Open Enrollment Act

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Name of bargaining unit and representative(s) consulted: Capistrano Unified Education Association, Vicki Soderberg, President

The position(s) of the bargaining unit(s): Neutral Support Oppose (*Please specify why*)

Comments (if appropriate):

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How was the required public hearing advertised?

Notice in a newspaper Notice posted at each school Other: (*Please specify*) Notification to community by email

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: 11-17-10

Were there any objection(s)? No Yes (*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 (use a **strike out key**).

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~~(B) Court, community, or community day schools shall not be included on the list.~~

~~(C) Charter schools shall not be included on the list.~~

(b) "Parent" means the natural or adoptive parent or guardian of a dependent child.

(c) "School district of enrollment" means a school district other than the school district in which the parent of a pupil resides, but in which the parent of the pupil nevertheless intends to enroll the pupil pursuant to this article.

(d) "School district of residence" means a school district in which the parent of a pupil resides and in which the pupil would otherwise be required to enroll pursuant to Section 48200.

7. *Desired outcome/rationale*. 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.

Approval of this waiver will minimize disruption to the educational program and recognize the 74 point API growth at San Juan within the past three years. In 2010, San Juan had an API growth score of 752 and was recognized for having the highest API growth among traditional elementary schools in Orange County. 1,393 elementary schools meeting eligibility requirements for the Romero Bill have an API less than 752. San Juan is a dual immersion Spanish language academy where Language Arts is not formally taught in English until 2nd grade. Second grade students are tested in English on the CSTs, however their primary instruction in Kindergarten and 1st grade is in Spanish.

Although San Juan is a Program Improvement School under NCLB, parents from outside of the attendance area apply to have their children attend the highly desirable dual immersion program. This school continues to excel in all areas of language and math achievement. The Romero Bill "failing school" designation does not match the reality of this unique school.

8. *Demographic Information*:

San Juan Elementary School has a student population of 703 and is located in a suburban area in San Juan Capistrano, Orange County. Specific demographic information regarding tested subgroups is attached.

Is this waiver associated with an apportionment related audit penalty? (per EC 41344) No Yes

(If yes, please attach explanation or copy of audit finding)

Has there been a Categorical Program Monitoring (CPM) finding on this issue? No Yes

(If yes, please attach explanation or copy of CPM finding)

District or County Certification – I hereby certify that the information provided on this application is correct and complete.

Signature of Superintendent or Designee:

Title:
Superintendent

Date:

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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:

[DataQuest home](#) > [API home](#) > [Reports](#) > [Select School](#) > [School Reports](#) > Current Page

2009-10 Growth Academic Performance Index (API) Chart



School Demographic Characteristics
 2010 Growth
 Academic Performance Index (API) Report

California Department of Education
 Assessment, Accountability and Awards Division
 10/8/2010

School: San Juan Elementary
 LEA: Capistrano Unified
 County: Orange
 CDS Code: 30-66464-6027643
 School Type: Elementary

2010 Growth API Links:

- [School API Growth and Targets Met](#)
- [School Chart](#)
- [School Content Area Weights](#)
- [LEA List of Schools](#)
- [County List of Schools](#)

(An LEA is a school district or county office of education.)

Direct Funded Charter School: No

2009-10 APR		2009-10 State API			2010 Federal AYP and PI		
Summary	Glossary	Base	Guide	Growth	AYP	PI	Guide

State Accountability: Academic Performance Index (API)

School Demographic Characteristics

These data are from the October 2009 California Basic Educational Data System (CBEDS) data collection and the 2010 Standardized Testing and Reporting (STAR) Program student answer document.

Ethnic/Racial (STAR)	Percent	Enrollments* (STAR)	Percent
Black or African American	1	Grade 2	32
American Indian or Alaska Native	0	Grades 3-5	68
Asian	2	Grade 6	0
Filipino	1	Grades 7-8	0
Hispanic or Latino	81	Grades 9-11	0
Native Hawaiian or Pacific Islander	0	<i>*This is a percentage of all enrollments in grades 2-11.</i>	
White	14	Parent Education Level (STAR)	
Two or More Races	0	Percentage with a response*	99
<i>These percentages may not sum to 100 due to responses of: other, multiple, declined to state, or non-response.</i>		Of those with a response:	
Participants in Free or Reduced-Price Lunch (STAR)	71	Not a high school graduate	55
		High school graduate	16
		Some college	8
		College graduate	8
		Graduate school	13
Participants in Gifted and Talented Education Program (STAR)	5	<i>*This number is the percentage of student answer documents with stated parent education level information.</i>	
Participants in Migrant Education Program (STAR)	2	Average Parent Education Level (STAR)	Average 2.08
English Learners (STAR)	65	<i>The average of all responses where "1" represents "Not a high school graduate" and "5" represents "Graduate school."</i>	
Average Class Size (CBEDS)			

Reclassified Fluent-English-Proficient (RFEP) Students (STAR)	8	<u>Grades</u> K-3	<u>Average</u>
Students with Disabilities (STAR)	8	4-6 Core academic courses in departmentalized programs	
Mobility			<u>Number</u>
School, CBEDS Date (STAR)	99	Enrollment in Grades 2-11 on First Day of Testing (STAR)	414
LEA, CBEDS Date (STAR)	99	Students Exempted from STAR Testing Per Parent Written Request (STAR)	0
<i>These are the percentages of students who were counted as part of the school's or LEA's enrollment on the October 2009 CBEDS data collection and who have been continuously enrolled since that date.</i>			
Fully-Credentialed Teachers (CBEDS)		Number of Students Tested (STAR)	414
Teachers with Emergency Credentials (CBEDS)			<u>Yes/No</u>
		Multi-track, Year-round School (CBEDS)	No

CALIFORNIA DEPARTMENT OF EDUCATION
GENERAL WAIVER REQUEST

GW-1 (Rev. 10-2-09) <http://www.cde.ca.gov/re/lr/wr/>

First Time Waiver:
 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 in **Word** and
 back-up material to: waiver@cde.ca.gov

CD CODE						
3	0	6	6	4	6	4

Local educational agency: Capistrano Unified School District on behalf of Viejo Elementary School		Contact name and Title: Julie Hatchel, Asst. Supt. Education	Contact person's e-mail address: jhatchel@capousd.org
Address: (City) (State) (ZIP) 33122 Valle Road San Juan Capistrano, CA 92675		Phone (and extension, if necessary): (949) 234-9229 Fax Number: (949) 489-0467	
Period of request: (month/day/year) From: 7/1/10 To: 6/29/12	Local board approval date: (Required) December 7, 2010	Date of public hearing: (Required) December 7, 2010	

LEGAL CRITERIA

1. Under the general waiver authority of *Education Code* 33050-33053, the particular *Education Code* or *California Code of Regulations* section(s) to be waived (number): 48352 Circle One: EC or CCR

Topic of the waiver: Open Enrollment Act

2. If this is a renewal of a previously approved waiver, please list Waiver Number: N/A and date of SBE Approval _____
 Renewals of waivers must be submitted two months before the active waiver expires.

3. Collective bargaining unit information. Does the district have any employee bargaining units? No Yes If yes, please complete required information below:

Bargaining unit(s) consulted on date(s): 11-15-10

Name of bargaining unit and representative(s) consulted: Capistrano Unified Education Association, Vicki Soderberg, President

The position(s) of the bargaining unit(s): Neutral Support Oppose (Please specify why)

Comments (if appropriate):

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.

How was the required public hearing advertised?

Notice in a newspaper Notice posted at each school Other: (Please specify) Notification to community by email

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: 11-17-10

Were there any objection(s)? No Yes (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 (use a **strike out key**).

48352. For purposes of this article, the following definitions apply:

~~(a) "Low-achieving school" means any school identified by the Superintendent pursuant to the following:~~

~~(1) Excluding the schools, and taking into account the impact of the criteria in paragraph (2), the Superintendent annually shall create a list of 1,000 schools ranked by increasing API with the same ratio of elementary, middle, and high schools as existed in decile 1 in the 2008-09 school year.~~

~~(2) In constructing the list of 1,000 schools each year, the Superintendent shall ensure each of the following:~~

~~(A) A local educational agency shall not have more than 10 percent of its schools on the list. However, if the number of schools in a local educational agency is not evenly divisible by 10, the Superintendent shall round up to the next whole number of schools.~~

~~(B) Court, community, or community day schools shall not be included on the list.~~

~~(C) Charter schools shall not be included on the list.~~

(b) "Parent" means the natural or adoptive parent or guardian of a dependent child.

(c) "School district of enrollment" means a school district other than the school district in which the parent of a pupil resides, but in which the parent of the pupil nevertheless intends to enroll the pupil pursuant to this article.

(d) "School district of residence" means a school district in which the parent of a pupil resides and in which the pupil would otherwise be required to enroll pursuant to Section 48200.

7. *Desired outcome/rationale*. 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.

Approval of this waiver will minimize disruption to the educational program. The percentage of students at Viejo who qualify for free or reduced price meals has risen from 47% to 67% within the past three years. Despite this increase in poverty, Viejo staff is committed to an outstanding educational program. The API growth score for 2010 is 774, just 26 points away from the state's benchmark of 800. Additionally, 73% of Viejo School's 5th grade students scored proficient or advanced in ELA and 70% scored proficient or advanced in Math on the 2010 CST's. 2,064 elementary schools meeting eligibility requirements for the Romero Bill have an API less than 774.

Although Viejo is a Program Improvement School under NCLB, parents from outside of the attendance area apply to have their children attend school at Viejo due to the highly desirable dual immersion program. The Romero Bill "failing school" designation does not match the reality of this special school.

8. *Demographic Information*:

Viejo Elementary School has a student population of 415 and is located in a suburban area in Mission Viejo, Orange County. Specific demographic information regarding tested subgroups is attached.

Is this waiver associated with an apportionment related audit penalty? (per EC 41344) No Yes
(If yes, please attach explanation or copy of audit finding)

Has there been a Categorical Program Monitoring (CPM) finding on this issue? No Yes
(If yes, please attach explanation or copy of CPM finding)

District or County Certification – I hereby certify that the information provided on this application is correct and complete.

Signature of Superintendent or Designee:	Title: Superintendent	Date:
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Staff Name (type or print):	Staff Signature:	Date:
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Unit Manager (type or print):	Unit Manager Signature:	Date:
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Division Director (type or print):	Division Director Signature:	Date:
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Deputy (type or print):	Deputy Signature:	Date:
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[DataQuest home](#) > [API home](#) > [Reports](#) > [Select School](#) > [School Reports](#) > Current Page

2009-10 Growth Academic Performance Index (API) Chart



School Demographic Characteristics
2010 Growth
Academic Performance Index (API) Report

California Department of Education
 Assessment, Accountability and Awards Division
 10/8/2010

School: Viejo Elementary
 LEA: Capistrano Unified
 County: Orange
 CDS Code: 30-66464-6068589
 School Type: Elementary

2010 Growth API Links:

- School API Growth and Targets Met
- School Chart
- School Content Area Weights
- LEA List of Schools
- County List of Schools

(An LEA is a school district or county office of education.)

Direct Funded Charter School: No

2009-10 APR		2009-10 State API			2010 Federal AYP and PI		
Summary	Glossary	Base	Guide	Growth	AYP	PI	Guide

State Accountability: Academic Performance Index (API)

School Demographic Characteristics

These data are from the October 2009 California Basic Educational Data System (CBEDS) data collection and the 2010 Standardized Testing and Reporting (STAR) Program student answer document.

Ethnic/Racial (STAR)	<u>Percent</u>	Enrollments* (STAR)	<u>Percent</u>
Black or African American	1	Grade 2	30
American Indian or Alaska Native	0	Grades 3-5	70
Asian	1	Grade 6	0
Filipino	3	Grades 7-8	0
Hispanic or Latino	60	Grades 9-11	0
Native Hawaiian or Pacific Islander	0	<i>*This is a percentage of all enrollments in grades 2-11.</i>	
White	28	Parent Education Level (STAR)	
Two or More Races	7	Percentage with a response*	88
<i>These percentages may not sum to 100 due to responses of: other, multiple, declined to state, or non-response.</i>		Of those with a response:	
Participants in Free or Reduced-Price Lunch (STAR)	60	Not a high school graduate	14
		High school graduate	29
		Some college	31
		College graduate	18
		Graduate school	9
Participants in Gifted and Talented Education Program (STAR)	1	<i>*This number is the percentage of student answer documents with stated parent education level information.</i>	
Participants in Migrant Education Program (STAR)	0	<u>Average</u>	
English Learners (STAR)	40	Average Parent Education Level (STAR)	2.79
		<i>The average of all responses where "1" represents "Not a high school graduate" and "5" represents "Graduate school."</i>	
		Average Class Size (CBEDS)	

Reclassified Fluent-English-Proficient (RFEP) Students (STAR)	8	<u>Grades</u> K-3 4-6	<u>Average</u>
Students with Disabilities (STAR)	17	Core academic courses in departmentalized programs	
Mobility			<u>Number</u>
School, CBEDS Date (STAR)	94	Enrollment in Grades 2-11 on First Day of Testing (STAR)	321
LEA, CBEDS Date (STAR)	94		
<i>These are the percentages of students who were counted as part of the school's or LEA's enrollment on the October 2009 CBEDS data collection and who have been continuously enrolled since that date.</i>		Students Exempted from STAR Testing Per Parent Written Request (STAR)	2
Fully-Credentialed Teachers (CBEDS)		Number of Students Tested (STAR)	318
Teachers with Emergency Credentials (CBEDS)			<u>Yes/No</u>
		Multi-track, Year-round School (CBEDS)	No

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **CERTIFICATION OF 2010-2011 FIRST INTERIM REPORT AND
ADOPTION OF RESOLUTION NO. 1011-31, 2010-2011 REVENUE AND
EXPENDITURE INCREASES/DECREASES**

BACKGROUND INFORMATION

In accordance with Education Code §42130, school districts are required to prepare and submit interim financial reports to the governing board. The purpose of these reports is to notify appropriate State and County Office of Education officials as to whether or not the District will be able to meet its financial obligations for the remainder of the fiscal year. Additionally, as required by AB2756, districts must certify that minimum reserve levels are projected to be met in the two subsequent fiscal years.

The Board of Trustees is required to certify each interim report to indicate that they have been informed of the financial stability of the District. The Superintendent is also required to certify that an interim report review has been conducted using the State-adopted Criteria and Standards. The District's first interim reporting period is based upon activity from July 1 through October 31, 2010.

Additionally, AB1200 mandates that school districts prove multi-year fiscal solvency through their interim reporting and annual budget. District financial reporting is certified as positive, qualified, or negative for the reporting period. The certification is an evaluation of the district's ability to maintain fiscal solvency in the current, and two future fiscal years.

CURRENT CONSIDERATION

This agenda item presents a positive certification of the First Interim Financial Report for 2010-2011, indicating that the District will meet its financial obligations for the current, and the two subsequent fiscal years. In the 2012-2013 fiscal year, the district has a projected budget shortfall of approximately \$22 million. The district will need to identify specific reductions to address the \$22 million budget shortfall in 2012-2013, as we move through budget development for the 2011-2012 fiscal year.

2010-11 Financial Information:

The First Interim Report (Exhibit A) is supported by the General Fund Income and Expenditure Summary (Restricted and Unrestricted), Average Daily Attendance Report, Actual and

Projected Monthly Cash Flow, a Recap of the Revenue and Expenditure Changes, the Criteria and Standards, Certification and Checklist, and the Multi-Year Projections. Also included are Income and Expenditure Summaries for other District funds where budgets have changed. Resolution No. 1011-31 (Exhibit B) incorporates revenue and expenditures increases and decreases in the current fiscal year.

Multi-Year Projections:

The 2010-11 Enacted State Budget & First Interim Advisory from the Orange County Department of Education (OCDE) is attached as Exhibit C. The School Services Dartboard, which is used to project the District's 2010-2011, 2011-2012, and 2012-2013 revenue, is included within the document from OCDE. Exhibit C is included to provide information on assumptions, based on the adopted State Budget, used in the creation of the First Interim Report.

Revenue – The First Interim multi-year projections includes the assumptions prescribed by OCDE and School Services of California (Exhibit C). The state budget, passed in October 2010, included a reduction of the revenue limit deficit factor to 17.963 percent, to offset the effect of the statutory -0.39 percent COLA in 2010-2011. Additionally, the Revenue Limit reduction of \$244 per ADA was eliminated. Governor-elect Brown will be presenting his preliminary 2011-2012 budget proposal in January. The Second Interim Report, which will be presented to the Board in March, will incorporate changes included in the Governor's budget plan.

Enrollment – At budget adoption in June 2010, the District budgeted funded average daily attendance (ADA) enrollment to be 50,205 students. As the school year opened, it became evident the District would be experiencing a decrease in projected ADA. Funded ADA enrollment is now budgeted to be 50,030 students for the current fiscal year. This represents a funded ADA enrollment decrease of 175 students.

Salary Projections – Negotiations have been settled for the current year with all represented groups. Currently, step and column, and health and welfare amounts are budgeted based on position control and determined rates. For the 2011-2012 and 2012-2013 fiscal years, step and column, and health and welfare benefits costs have been included in the projection.

Reserve for Economic Uncertainties and Required Budget Reductions – As shown in the multi-year projections, the Reserve for Economic Uncertainties is projected to be 2.11 percent in 2010-2011, 2.00 percent in 2011-2012, and 2.06 percent in 2012-2013. In order to maintain these reserve levels, approximately \$22 million in budget reductions must be identified for the 2012-2013 fiscal year. Should there be reduced revenues as a result of changes to the state budget, additional reductions will be needed.

A summary of the items included for Board review and approval are listed below.

- First Interim Report (Exhibit A)
- Resolution 1011-33 – Revenue and Expenditure Increases/Decreases (Exhibit B)
- 2010-11 Enacted State Budget & First Interim Advisory from OCDE (Exhibit C)

FINANCIAL IMPLICATIONS

The financial implications related to this agenda item are detailed in Exhibit A, which is included with the item.

STAFF RECOMMENDATION

It is recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, and Kristofer Pitman, Executive Director, Fiscal Services, who will make a presentation related to this agenda item. Following the presentation, it is recommended that the Board of Trustees:

1. Approve the Positive Certification of the First Interim Financial Report for the period July 1, 2010, through October 31, 2010, (Exhibit A) and authorize its filing with the County Superintendent of Schools.
2. Approve Resolution No. 1011-31 (Exhibit B), incorporating revenue and expenditure increases/decreases for the District's various funds for 2010-2011.

DISCUSSION/
ACTION

2010-11 First Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	244,204,288.00	244,236,828.00	17,975,920.12	257,650,640.00	13,413,812.00	5.5%
2) Federal Revenue		8100-8299	700,000.00	700,000.00	183,859.00	700,000.00	0.00	0.0%
3) Other State Revenue		8300-8599	32,524,782.00	32,543,760.00	1,812,555.57	32,719,539.00	175,779.00	0.5%
4) Other Local Revenue		8600-8799	5,561,810.00	4,994,323.00	2,294,407.67	5,513,280.00	518,957.00	10.4%
5) TOTAL, REVENUES			282,990,880.00	282,474,911.00	22,266,742.36	296,583,459.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	154,512,188.00	154,454,586.00	30,688,423.41	153,452,537.00	1,002,049.00	0.6%
2) Classified Salaries		2000-2999	28,256,559.00	27,953,933.00	5,440,325.72	24,561,045.00	3,392,888.00	12.1%
3) Employee Benefits		3000-3999	53,733,800.00	53,681,637.00	10,260,964.30	54,442,089.00	(760,452.00)	-1.4%
4) Books and Supplies		4000-4999	3,832,499.00	5,307,418.00	1,445,286.11	4,664,744.00	642,674.00	12.1%
5) Services and Other Operating Expenditures		5000-5999	18,368,510.00	18,088,288.00	5,386,873.19	18,586,370.00	(498,082.00)	-2.8%
6) Capital Outlay		6000-6999	1,000.00	1,000.00	0.00	51,000.00	(50,000.00)	-5000.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	2,986,028.00	2,977,155.00	1,764,244.29	3,098,717.00	(121,562.00)	-4.1%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(3,472,215.00)	(3,536,998.00)	(46,973.20)	(3,482,381.00)	(54,617.00)	1.5%
9) TOTAL, EXPENDITURES			258,218,369.00	258,927,019.00	54,939,143.82	255,374,121.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			24,772,511.00	23,547,892.00	(32,672,401.46)	41,209,338.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	2,758,297.00	2,758,297.00	0.00	2,758,297.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	284,697.02	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(43,766,070.00)	(42,816,003.00)	0.00	(43,141,533.00)	(325,530.00)	0.8%
4) TOTAL, OTHER FINANCING SOURCES/USES			(41,007,773.00)	(40,057,706.00)	284,697.02	(40,383,236.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(16,235,262.00)	(16,509,814.00)	(32,387,704.44)	826,102.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	22,219,980.00	23,233,728.00		23,233,728.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			22,219,980.00	23,233,728.00		23,233,728.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			22,219,980.00	23,233,728.00		23,233,728.00		
2) Ending Balance, June 30 (E + F1e)			5,984,718.00	6,723,914.00		24,059,830.00		
Components of Ending Fund Balance								
a) Reserve for Revolving Cash			9711	175,000.00	175,000.00	175,000.00		
Stores			9712	150,000.00	150,000.00	150,000.00		
Prepaid Expenditures			9713	0.00	0.00	0.00		
All Others			9719	0.00	0.00	0.00		
General Reserve			9730	0.00	0.00	0.00		
Legally Restricted Balance			9740	0.00	0.00	0.00		
b) Designated Amounts								
Designated for Economic Uncertainties			9770	1,830,062.00	1,841,121.00	7,734,830.00		
Designated for the Unrealized Gains of Investments and Cash in County Treasury			9775	0.00	0.00	0.00		
Other Designations			9780	3,829,656.00	4,557,793.00	16,000,000.00		
Reserve for Deferred Maintenance			0000			3,000,000.00		
Balance of Budgeted Revenue Limit			0000			13,000,000.00		
c) Undesignated Amount			9790			0.00		
d) Unappropriated Amount			9790	0.00	0.00			

2010-11 First Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
REVENUE LIMIT SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	13,360,104.00	13,393,206.00	3,053,193.67	13,903,484.00	510,278.00	3.8%
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	2,288,720.27	791,742.00	791,742.00	New
Tax Relief Subventions								
Homeowners' Exemptions		8021	2,068,048.00	2,068,048.00	0.00	2,068,048.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	216,174,230.00	216,174,230.00	0.00	228,755,333.00	12,581,103.00	5.8%
Unsecured Roll Taxes		8042	9,096,492.00	9,096,492.00	6,361,699.24	9,096,492.00	0.00	0.0%
Prior Years' Taxes		8043	12,335,902.00	12,335,902.00	7,275,546.48	12,335,902.00	0.00	0.0%
Supplemental Taxes		8044	2,425,585.00	2,425,585.00	1,082,302.45	2,425,585.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	1,641,554.00	1,641,554.00	306,817.94	1,641,554.00	0.00	0.0%
Supplemental Educational Revenue Augmentation Fund (SERAF)		8046	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	35,854.00	35,854.00	New
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-Revenue Limit (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, Revenue Limit Sources			257,101,915.00	257,135,017.00	20,368,280.05	271,053,994.00	13,918,977.00	5.4%
Revenue Limit Transfers								
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	(5,580,918.00)	(5,580,918.00)	0.00	(5,636,000.00)	(55,082.00)	1.0%
Continuation Education ADA Transfer	2200	8091						
Community Day Schools Transfer	2430	8091						
Special Education ADA Transfer	6500	8091						
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	852,865.00	852,303.00	189,293.07	852,865.00	562.00	0.1%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(8,169,574.00)	(8,169,574.00)	(2,581,653.00)	(8,620,219.00)	(450,645.00)	5.5%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			244,204,288.00	244,236,828.00	17,975,920.12	257,650,640.00	13,413,812.00	5.5%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB/IASA (incl. ARRA)	3000-3299, 4000-4139, 4201-4215, 4610, 5510	8290						
Vocational and Applied Technology Education	3500-3699	8290						
Safe and Drug Free Schools	3700-3799	8290						
JTPA / WIA	5600-5625	8290						
Other Federal Revenue (incl. ARRA)	All Other	8290	700,000.00	700,000.00	183,859.00	700,000.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			700,000.00	700,000.00	183,859.00	700,000.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
Community Day School Additional Funding								
Current Year	2430	8311						
Prior Years	2430	8319						
ROC/P Entitlement								
Current Year	6355-6360	8311						
Prior Years	6355-6360	8319						
Special Education Master Plan								
Current Year	6500	8311						
Prior Years	6500	8319						
Home-to-School Transportation	7230	8311						
Economic Impact Aid	7090-7091	8311						
Spec. Ed. Transportation	7240	8311						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	7,550.98	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	(5,184.24)	0.00	0.00	0.0%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	8,051,780.00	8,051,780.00	0.00	8,051,780.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	1,000.00	1,000.00	0.00	1,000.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	5,955,483.00	5,955,483.00	73,661.77	6,107,042.00	151,559.00	2.5%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590						
Drug/Alcohol/Tobacco Funds	6650-6690	8590						
Healthy Start	6240	8590						
Class Size Reduction Facilities	6200	8590						
School Community Violence Prevention Grant	7391	8590						
Quality Education Investment Act	7400	8590						
All Other State Revenue	All Other	8590	18,516,519.00	18,535,497.00	1,736,527.06	18,559,717.00	24,220.00	0.1%
TOTAL, OTHER STATE REVENUE			32,524,782.00	32,543,760.00	1,812,555.57	32,719,539.00	175,779.00	0.5%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%

2010-11 First Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Community Redevelopment Funds Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	55,000.00	60,000.00	2,566.10	60,000.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	1,357,000.00	1,392,744.00	290,615.51	1,386,344.00	(6,400.00)	-0.5%
Interest		8660	1,359,210.00	1,159,210.00	164,522.19	1,159,210.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00		
Transportation Services	7230, 7240	8677						
Interagency Services	All Other	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-Revenue Limit (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	2,540,500.00	2,122,269.00	1,839,719.44	2,647,626.00	525,357.00	24.8%
Tuition		8710	8,000.00	8,000.00	0.00	8,000.00	0.00	0.0%
All Other Transfers In		8781-8783	242,100.00	252,100.00	(3,015.57)	252,100.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			5,561,810.00	4,994,323.00	2,294,407.67	5,513,280.00	518,957.00	10.4%
TOTAL, REVENUES			282,990,880.00	282,474,911.00	22,266,742.36	296,583,459.00	14,108,548.00	5.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	140,132,545.00	140,120,248.00	26,464,894.47	138,291,888.00	1,828,360.00	1.3%
Certificated Pupil Support Salaries		1200	2,549,188.00	2,517,463.00	683,048.85	2,991,484.00	(474,021.00)	-18.8%
Certificated Supervisors' and Administrators' Salaries		1300	11,482,603.00	11,482,603.00	3,444,839.16	11,752,390.00	(269,787.00)	-2.3%
Other Certificated Salaries		1900	347,852.00	334,272.00	95,640.93	416,775.00	(82,503.00)	-24.7%
TOTAL, CERTIFICATED SALARIES			154,512,188.00	154,454,586.00	30,688,423.41	153,452,537.00	1,002,049.00	0.6%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	1,318,640.00	1,130,696.00	163,628.80	616,255.00	514,441.00	45.5%
Classified Support Salaries		2200	11,204,867.00	11,145,348.00	2,394,316.77	9,022,581.00	2,122,767.00	19.0%
Classified Supervisors' and Administrators' Salaries		2300	1,420,626.00	1,420,626.00	436,592.06	1,564,704.00	(144,078.00)	-10.1%
Clerical, Technical and Office Salaries		2400	12,120,686.00	12,120,686.00	2,366,029.64	11,312,360.00	808,326.00	6.7%
Other Classified Salaries		2900	2,191,740.00	2,136,577.00	79,758.45	2,045,145.00	91,432.00	4.3%
TOTAL, CLASSIFIED SALARIES			28,256,559.00	27,953,933.00	5,440,325.72	24,561,045.00	3,392,888.00	12.1%
EMPLOYEE BENEFITS								
STRS		3101-3102	11,836,664.00	11,831,066.00	2,547,088.11	12,721,416.00	(890,350.00)	-7.5%
PERS		3201-3202	2,621,915.00	2,617,686.00	536,424.35	2,221,035.00	396,651.00	15.2%
OASDI/Medicare/Alternative		3301-3302	3,507,228.00	3,494,947.00	804,320.57	3,396,594.00	98,353.00	2.8%
Health and Welfare Benefits		3401-3402	30,940,931.00	30,920,517.00	5,340,949.05	30,165,751.00	754,766.00	2.4%
Unemployment Insurance		3501-3502	1,261,295.00	1,258,706.00	260,128.42	1,260,433.00	(1,727.00)	-0.1%
Workers' Compensation		3601-3602	2,052,196.00	2,047,871.00	433,708.08	2,946,260.00	(898,389.00)	-43.9%
OPEB, Allocated		3701-3702	280,000.00	279,426.00	57,826.14	491,821.00	(212,395.00)	-76.0%
OPEB, Active Employees		3751-3752	779,969.00	778,473.00	158,036.16	782,418.00	(3,945.00)	-0.5%
PERS Reduction		3801-3802	466,851.00	466,289.00	118,916.68	447,446.00	18,843.00	4.0%
Other Employee Benefits		3901-3902	(13,249.00)	(13,344.00)	3,566.74	8,915.00	(22,259.00)	166.8%
TOTAL, EMPLOYEE BENEFITS			53,733,800.00	53,681,637.00	10,260,964.30	54,442,089.00	(760,452.00)	-1.4%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	492,951.00	505,487.00	351,324.53	505,487.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	10,454.00	6,791.76	10,454.00	0.00	0.0%
Materials and Supplies		4300	2,732,998.00	4,184,927.00	746,798.45	3,685,036.00	499,891.00	11.9%
Noncapitalized Equipment		4400	606,550.00	606,550.00	340,371.37	463,767.00	142,783.00	23.5%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			3,832,499.00	5,307,418.00	1,445,286.11	4,664,744.00	642,674.00	12.1%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	242,560.00	242,560.00	110,944.90	274,022.00	(31,462.00)	-13.0%
Dues and Memberships		5300	42,350.00	42,350.00	26,787.00	47,300.00	(4,950.00)	-11.7%
Insurance		5400-5450	2,200,000.00	2,200,000.00	1,200,000.00	2,200,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	9,200,000.00	9,200,000.00	2,127,798.54	9,200,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,032,104.00	2,089,910.00	565,119.96	2,133,160.00	(43,250.00)	-2.1%
Transfers of Direct Costs		5710	604,572.00	562,800.00	53,244.35	557,233.00	5,567.00	1.0%
Transfers of Direct Costs - Interfund		5750	(241,200.00)	(241,200.00)	(14,049.19)	(241,200.00)	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	3,713,194.00	3,416,938.00	1,123,317.22	3,810,925.00	(393,987.00)	-11.5%
Communications		5900	574,930.00	574,930.00	193,710.41	604,930.00	(30,000.00)	-5.2%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			18,368,510.00	18,088,288.00	5,386,873.19	18,586,370.00	(498,082.00)	-2.8%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	1,000.00	1,000.00	0.00	51,000.00	(50,000.00)	-5000.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,000.00	1,000.00	0.00	51,000.00	(50,000.00)	-5000.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	30,000.00	30,000.00	(713.00)	30,000.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	2,708,977.00	2,708,977.00	1,405,216.88	2,708,977.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	906.00	306.00	0.00	0.00	306.00	100.0%
Other Debt Service - Principal		7439	246,145.00	237,872.00	359,740.41	359,740.00	(121,868.00)	-51.2%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			2,986,028.00	2,977,155.00	1,764,244.29	3,098,717.00	(121,562.00)	-4.1%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(2,906,821.00)	(2,971,604.00)	(14,322.00)	(2,916,987.00)	(54,617.00)	1.8%
Transfers of Indirect Costs - Interfund		7350	(565,394.00)	(565,394.00)	(32,651.20)	(565,394.00)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(3,472,215.00)	(3,536,998.00)	(46,973.20)	(3,482,381.00)	(54,617.00)	1.5%
TOTAL, EXPENDITURES			258,218,369.00	258,927,019.00	54,939,143.82	255,374,121.00	3,552,898.00	1.4%

2010-11 First Interim
General Fund
Unrestricted (Resources 0000-1999)
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	650,000.00	650,000.00	0.00	650,000.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,108,297.00	2,108,297.00	0.00	2,108,297.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			2,758,297.00	2,758,297.00	0.00	2,758,297.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	284,697.02	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	284,697.02	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(43,766,070.00)	(42,816,003.00)	0.00	(43,141,533.00)	(325,530.00)	0.8%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(43,766,070.00)	(42,816,003.00)	0.00	(43,141,533.00)	(325,530.00)	0.8%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(41,007,773.00)	(40,057,706.00)	284,697.02	(40,383,236.00)	(325,530.00)	0.8%

2010-11 First Interim
General Fund
Restricted (Resources 2000-9999)
Revenue, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	5,580,918.00	5,580,918.00	0.00	5,636,000.00	55,082.00	1.0%
2) Federal Revenue		8100-8299	18,578,272.00	23,712,429.00	12,905,680.78	24,250,119.00	537,690.00	2.3%
3) Other State Revenue		8300-8599	34,008,453.00	34,090,701.00	4,957,727.83	33,951,265.00	(139,436.00)	-0.4%
4) Other Local Revenue		8600-8799	1,027,900.00	1,118,265.00	940,819.73	1,111,366.00	(6,899.00)	-0.6%
5) TOTAL, REVENUES			59,195,543.00	64,502,313.00	18,804,228.34	64,948,750.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	31,447,957.00	31,507,957.00	6,968,880.61	31,182,343.00	325,614.00	1.0%
2) Classified Salaries		2000-2999	28,837,358.00	28,691,744.00	4,247,659.23	28,985,694.00	(293,950.00)	-1.0%
3) Employee Benefits		3000-3999	19,261,442.00	19,261,596.00	3,149,228.84	19,378,628.00	(117,032.00)	-0.6%
4) Books and Supplies		4000-4999	6,818,690.00	12,490,211.00	1,634,364.82	11,332,536.00	1,157,675.00	9.3%
5) Services and Other Operating Expenditures		5000-5999	7,815,748.00	7,933,462.00	1,659,215.24	9,723,382.00	(1,789,920.00)	-22.6%
6) Capital Outlay		6000-6999	39,229.00	39,229.00	0.00	57,763.00	(18,534.00)	-47.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	6,865,118.00	6,865,118.00	1,608,940.31	6,955,555.00	(90,437.00)	-1.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	2,906,821.00	2,971,604.00	14,322.00	2,916,987.00	54,617.00	1.8%
9) TOTAL, EXPENDITURES			103,992,363.00	109,760,921.00	19,282,611.05	110,532,888.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(44,796,820.00)	(45,258,608.00)	(478,382.71)	(45,584,138.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	43,766,070.00	42,816,003.00	0.00	43,141,533.00	325,530.00	0.8%
4) TOTAL, OTHER FINANCING SOURCES/USES			43,766,070.00	42,816,003.00	0.00	43,141,533.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,030,750.00)	(2,442,605.00)	(478,382.71)	(2,442,605.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,030,750.00	2,442,605.00		2,442,605.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,030,750.00	2,442,605.00		2,442,605.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,030,750.00	2,442,605.00		2,442,605.00		
2) Ending Balance, June 30 (E + F1e)			0.00	0.00		0.00		
Components of Ending Fund Balance								
a) Reserve for								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
General Reserve		9730	0.00	0.00		0.00		
Legally Restricted Balance		9740	0.00	0.00		0.00		
b) Designated Amounts								
Designated for Economic Uncertainties		9770	0.00	0.00		0.00		
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00		0.00		
Other Designations		9780	0.00	0.00		0.00		
c) Undesignated Amount						0.00		
d) Unappropriated Amount			0.00	0.00				

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
REVENUE LIMIT SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Supplemental Educational Revenue Augmentation Fund (SERAF)		8046	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-Revenue Limit (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, Revenue Limit Sources			0.00	0.00	0.00	0.00		
Revenue Limit Transfers								
Unrestricted Revenue Limit Transfers - Current Year	0000	8091						
Continuation Education ADA Transfer	2200	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Community Day Schools Transfer	2430	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education ADA Transfer	6500	8091	5,580,918.00	5,580,918.00	0.00	5,636,000.00	55,082.00	1.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	0.00	0.00	0.00	0.00		
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			5,580,918.00	5,580,918.00	0.00	5,636,000.00	55,082.00	1.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	9,264,057.00	12,232,773.00	1,547,332.84	12,232,773.00	0.00	0.0%
Special Education Discretionary Grants		8182	821,379.00	1,568,771.00	547,383.02	1,568,771.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	95,726.00	98,957.00	0.00	98,957.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB/IASA (incl. ARRA)	3000-3299, 4000-4139, 4201-4215, 4610, 5510	8290	6,785,661.00	8,056,791.00	10,581,894.59	8,599,033.00	542,242.00	6.7%
Vocational and Applied Technology Education	3500-3699	8290	205,751.00	207,611.00	0.00	207,611.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	62,140.00	29,313.24	62,140.00	0.00	0.0%
JTPA / WIA	5600-5625	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)	All Other	8290	1,405,698.00	1,485,386.00	199,757.09	1,480,834.00	(4,552.00)	-0.3%
TOTAL, FEDERAL REVENUE			18,578,272.00	23,712,429.00	12,905,680.78	24,250,119.00	537,690.00	2.3%
OTHER STATE REVENUE								
Other State Apportionments								
Community Day School Additional Funding								
Current Year	2430	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	2430	8319	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Entitlement								
Current Year	6355-6360	8311	0.00	0.00	(1,177.67)	0.00	0.00	0.0%
Prior Years	6355-6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	25,419,320.00	25,419,320.00	4,928,870.32	25,456,931.00	37,611.00	0.1%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Home-to-School Transportation	7230	8311	683,594.00	683,594.00	0.00	683,594.00	0.00	0.0%
Economic Impact Aid	7090-7091	8311	2,765,567.00	2,765,567.00	0.00	2,966,878.00	201,311.00	7.3%
Spec. Ed. Transportation	7240	8311	1,765,191.00	1,765,191.00	0.00	1,765,191.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	202,956.00	202,956.00	38,709.89	202,956.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00	0.00	0.0%
Lottery - Unrestricted and Instructional Material		8560	777,969.00	777,969.00	50,113.58	932,751.00	154,782.00	19.9%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources								
School Based Coordination Program	7250	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650-6690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Healthy Start	6240	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction Facilities	6200	8590	0.00	0.00	0.00	0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	396,200.00	396,200.00	0.00	396,200.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,997,656.00	2,079,904.00	(58,788.29)	1,546,764.00	(533,140.00)	-25.6%
TOTAL, OTHER STATE REVENUE			34,008,453.00	34,090,701.00	4,957,727.83	33,951,265.00	139,436.00	-0.4%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%

2010-11 First Interim
General Fund
Restricted (Resources 2000-9999)
Revenue, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Community Redevelopment Funds Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	761,700.00	761,700.00	480,041.92	761,700.00	0.00	0.0%
Transportation Services	7230, 7240	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services	All Other	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-Revenue Limit (50%) A		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	216,200.00	306,565.00	460,777.81	299,666.00	(6,899.00)	-2.3%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	50,000.00	50,000.00	0.00	50,000.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,027,900.00	1,118,265.00	940,819.73	1,111,366.00	(6,899.00)	-0.6%
TOTAL, REVENUES			59,195,543.00	64,502,313.00	18,804,228.34	64,948,750.00	446,437.00	0.7%

2010-11 First Interim
General Fund
Restricted (Resources 2000-9999)
Revenue, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	25,066,054.00	25,134,854.00	5,313,891.15	24,381,912.00	752,942.00	3.0%
Certificated Pupil Support Salaries		1200	3,777,425.00	3,779,425.00	857,858.70	3,620,480.00	158,945.00	4.2%
Certificated Supervisors' and Administrators' Salaries		1300	1,517,050.00	1,517,050.00	526,443.89	1,552,544.00	(35,494.00)	-2.3%
Other Certificated Salaries		1900	1,087,428.00	1,076,628.00	270,686.87	1,627,407.00	(550,779.00)	-51.2%
TOTAL, CERTIFICATED SALARIES			31,447,957.00	31,507,957.00	6,968,880.61	31,182,343.00	325,614.00	1.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	12,251,148.00	12,251,148.00	1,336,488.57	12,531,945.00	(280,797.00)	-2.3%
Classified Support Salaries		2200	12,849,242.00	12,699,242.00	2,122,493.11	12,530,151.00	169,091.00	1.3%
Classified Supervisors' and Administrators' Salaries		2300	1,159,435.00	1,159,435.00	248,182.00	1,091,601.00	67,834.00	5.9%
Clerical, Technical and Office Salaries		2400	1,491,764.00	1,496,150.00	327,192.86	1,415,113.00	81,037.00	5.4%
Other Classified Salaries		2900	1,085,769.00	1,085,769.00	213,302.69	1,416,884.00	(331,115.00)	-30.5%
TOTAL, CLASSIFIED SALARIES			28,837,358.00	28,691,744.00	4,247,659.23	28,985,694.00	(293,950.00)	-1.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	2,595,952.00	2,595,929.00	576,320.51	2,561,494.00	34,435.00	1.3%
PERS		3201-3202	2,507,222.00	2,507,335.00	420,965.03	2,476,863.00	30,472.00	1.2%
OASDI/Medicare/Alternative		3301-3302	2,442,633.00	2,442,697.00	400,878.51	2,405,002.00	37,695.00	1.5%
Health and Welfare Benefits		3401-3402	9,855,451.00	9,855,451.00	1,407,599.35	10,076,104.00	(220,653.00)	-2.2%
Unemployment Insurance		3501-3502	436,770.00	436,770.00	81,022.73	432,796.00	3,974.00	0.9%
Workers' Compensation		3601-3602	727,978.00	727,978.00	135,050.95	721,331.00	6,647.00	0.9%
OPEB, Allocated		3701-3702	96,360.00	96,360.00	18,005.36	95,698.00	662.00	0.7%
OPEB, Active Employees		3751-3752	251,152.00	251,152.00	42,813.21	255,741.00	(4,589.00)	-1.8%
PERS Reduction		3801-3802	287,452.00	287,452.00	63,329.65	295,613.00	(8,161.00)	-2.8%
Other Employee Benefits		3901-3902	60,472.00	60,472.00	3,243.54	57,986.00	2,486.00	4.1%
TOTAL, EMPLOYEE BENEFITS			19,261,442.00	19,261,596.00	3,149,228.84	19,378,628.00	(117,032.00)	-0.6%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	945,669.00	947,840.00	625,801.30	1,072,840.00	(125,000.00)	-13.2%
Books and Other Reference Materials		4200	0.00	0.00	0.00	5,000.00	(5,000.00)	New
Materials and Supplies		4300	5,458,041.00	11,060,532.00	826,814.80	9,663,718.00	1,376,814.00	12.4%
Noncapitalized Equipment		4400	414,980.00	481,839.00	181,748.72	570,978.00	(89,139.00)	-18.5%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			6,818,690.00	12,490,211.00	1,634,364.82	11,332,536.00	1,157,675.00	9.3%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	1,527,447.00	1,527,447.00	(18,917.55)	2,178,616.00	(651,169.00)	-42.6%
Travel and Conferences		5200	312,247.00	316,789.00	35,744.76	855,150.00	(538,361.00)	-169.9%
Dues and Memberships		5300	3,900.00	3,800.00	0.00	3,800.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,505,889.00	1,505,389.00	646,494.78	1,735,389.00	(230,000.00)	-15.3%
Transfers of Direct Costs		5710	(604,572.00)	(562,800.00)	(53,244.35)	(557,233.00)	(5,567.00)	1.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	5,066,337.00	5,138,837.00	1,046,737.84	5,503,660.00	(364,823.00)	-7.1%
Communications		5900	4,500.00	4,000.00	2,399.76	4,000.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			7,815,748.00	7,933,462.00	1,659,215.24	9,723,382.00	(1,789,920.00)	-22.6%

2010-11 First Interim
General Fund
Restricted (Resources 2000-9999)
Revenue, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	39,229.00	39,229.00	0.00	57,763.00	(18,534.00)	-47.2%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			39,229.00	39,229.00	0.00	57,763.00	(18,534.00)	-47.2%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	370,000.00	370,000.00	(23,840.00)	370,000.00	0.00	0.0%
Payments to County Offices		7142	4,955,384.00	4,955,384.00	933,290.40	5,035,384.00	(80,000.00)	-1.6%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221	962,991.00	962,991.00	327,416.00	962,991.00	0.00	0.0%
To County Offices	6500	7222	310,985.00	310,985.00	310,985.00	310,985.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	13,050.00	13,050.00	837.00	13,050.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	27,310.00	27,310.00	12,952.05	27,310.00	0.00	0.0%
Other Debt Service - Principal		7439	225,398.00	225,398.00	47,299.86	235,835.00	(10,437.00)	-4.6%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			6,865,118.00	6,865,118.00	1,608,940.31	6,955,555.00	(90,437.00)	-1.3%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	2,906,821.00	2,971,604.00	14,322.00	2,916,987.00	54,617.00	1.8%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			2,906,821.00	2,971,604.00	14,322.00	2,916,987.00	54,617.00	1.8%
TOTAL, EXPENDITURES			103,992,363.00	109,760,921.00	19,282,611.05	110,532,888.00	(771,967.00)	-0.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	43,766,070.00	42,816,003.00	0.00	43,141,533.00	325,530.00	0.8%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			43,766,070.00	42,816,003.00	0.00	43,141,533.00	325,530.00	0.8%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			43,766,070.00	42,816,003.00	0.00	43,141,533.00	(325,530.00)	0.8%

2010-11 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	249,785,206.00	249,817,746.00	17,975,920.12	263,286,640.00	13,468,894.00	5.4%
2) Federal Revenue		8100-8299	19,278,272.00	24,412,429.00	13,089,539.78	24,950,119.00	537,690.00	2.2%
3) Other State Revenue		8300-8599	66,533,235.00	66,634,461.00	6,770,283.40	66,670,804.00	36,343.00	0.1%
4) Other Local Revenue		8600-8799	6,589,710.00	6,112,588.00	3,235,227.40	6,624,646.00	512,058.00	8.4%
5) TOTAL, REVENUES			342,186,423.00	346,977,224.00	41,070,970.70	361,532,209.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	185,960,145.00	185,962,543.00	37,657,304.02	184,634,880.00	1,327,663.00	0.7%
2) Classified Salaries		2000-2999	57,093,917.00	56,645,677.00	9,687,984.95	53,546,739.00	3,098,938.00	5.5%
3) Employee Benefits		3000-3999	72,995,242.00	72,943,233.00	13,410,193.14	73,820,717.00	(877,484.00)	-1.2%
4) Books and Supplies		4000-4999	10,651,189.00	17,797,629.00	3,079,650.93	15,997,280.00	1,800,349.00	10.1%
5) Services and Other Operating Expenditures		5000-5999	26,184,258.00	26,021,750.00	7,046,088.43	28,309,752.00	(2,288,002.00)	-8.8%
6) Capital Outlay		6000-6999	40,229.00	40,229.00	0.00	108,763.00	(68,534.00)	-170.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	9,851,146.00	9,842,273.00	3,373,184.60	10,054,272.00	(211,999.00)	-2.2%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(565,394.00)	(565,394.00)	(32,651.20)	(565,394.00)	0.00	0.0%
9) TOTAL, EXPENDITURES			362,210,732.00	368,687,940.00	74,221,754.87	365,907,009.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(20,024,309.00)	(21,710,716.00)	(33,150,784.17)	(4,374,800.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	2,758,297.00	2,758,297.00	0.00	2,758,297.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	284,697.02	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			2,758,297.00	2,758,297.00	284,697.02	2,758,297.00		

2010-11 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(17,266,012.00)	(18,952,419.00)	(32,866,087.15)	(1,616,503.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	23,250,730.00	25,676,333.00		25,676,333.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			23,250,730.00	25,676,333.00		25,676,333.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			23,250,730.00	25,676,333.00		25,676,333.00		
2) Ending Balance, June 30 (E + F1e)			5,984,718.00	6,723,914.00		24,059,830.00		
Components of Ending Fund Balance								
a) Reserve for								
Revolving Cash		9711	175,000.00	175,000.00		175,000.00		
Stores		9712	150,000.00	150,000.00		150,000.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
General Reserve		9730	0.00	0.00		0.00		
Legally Restricted Balance		9740	0.00	0.00		0.00		
b) Designated Amounts								
Designated for Economic Uncertainties		9770	1,830,062.00	1,841,121.00		7,734,830.00		
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00		0.00		
Other Designations		9780	3,829,656.00	4,557,793.00		16,000,000.00		
Reserve for Deferred Maintenance	0000	9780				3,000,000.00		
Balance of Budgeted Revenue Limit	0000	9780				13,000,000.00		
c) Undesignated Amount		9790				0.00		
d) Unappropriated Amount		9790	0.00	0.00				

2010-11 First Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
REVENUE LIMIT SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	13,360,104.00	13,393,206.00	3,053,193.67	13,903,484.00	510,278.00	3.8%
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	2,288,720.27	791,742.00	791,742.00	New
Tax Relief Subventions								
Homeowners' Exemptions		8021	2,068,048.00	2,068,048.00	0.00	2,068,048.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	216,174,230.00	216,174,230.00	0.00	228,755,333.00	12,581,103.00	5.8%
Unsecured Roll Taxes		8042	9,096,492.00	9,096,492.00	6,361,699.24	9,096,492.00	0.00	0.0%
Prior Years' Taxes		8043	12,335,902.00	12,335,902.00	7,275,546.48	12,335,902.00	0.00	0.0%
Supplemental Taxes		8044	2,425,585.00	2,425,585.00	1,082,302.45	2,425,585.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	1,641,554.00	1,641,554.00	306,817.94	1,641,554.00	0.00	0.0%
Supplemental Educational Revenue Augmenta Fund (SERAF)		8046	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	35,854.00	35,854.00	New
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-Revenue Limit (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, Revenue Limit Sources			257,101,915.00	257,135,017.00	20,368,280.05	271,053,994.00	13,918,977.00	5.4%
Revenue Limit Transfers								
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	(5,580,918.00)	(5,580,918.00)	0.00	(5,636,000.00)	(55,082.00)	1.0%
Continuation Education ADA Transfer	2200	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Community Day Schools Transfer	2430	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education ADA Transfer	6500	8091	5,580,918.00	5,580,918.00	0.00	5,636,000.00	55,082.00	1.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	852,865.00	852,303.00	189,293.07	852,865.00	562.00	0.1%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(8,169,574.00)	(8,169,574.00)	(2,581,653.00)	(8,620,219.00)	(450,645.00)	5.5%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			249,785,206.00	249,817,746.00	17,975,920.12	263,286,640.00	13,468,894.00	5.4%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	9,264,057.00	12,232,773.00	1,547,332.84	12,232,773.00	0.00	0.0%
Special Education Discretionary Grants		8182	821,379.00	1,568,771.00	547,383.02	1,568,771.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	95,726.00	98,957.00	0.00	98,957.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%

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General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB/IASA (incl. ARRA)	3000-3299, 4000-4139, 4201-4215, 4610, 5510	8290	6,785,661.00	8,056,791.00	10,581,894.59	8,599,033.00	542,242.00	6.7%
Vocational and Applied Technology Education	3500-3699	8290	205,751.00	207,611.00	0.00	207,611.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	62,140.00	29,313.24	62,140.00	0.00	0.0%
JTPA / WIA	5600-5625	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)	All Other	8290	2,105,698.00	2,185,386.00	383,616.09	2,180,834.00	(4,552.00)	-0.2%
TOTAL, FEDERAL REVENUE			19,278,272.00	24,412,429.00	13,089,539.78	24,950,119.00	537,690.00	2.2%
OTHER STATE REVENUE								
Other State Apportionments								
Community Day School Additional Funding								
Current Year	2430	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	2430	8319	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Entitlement								
Current Year	6355-6360	8311	0.00	0.00	(1,177.67)	0.00	0.00	0.0%
Prior Years	6355-6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	25,419,320.00	25,419,320.00	4,928,870.32	25,456,931.00	37,611.00	0.1%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Home-to-School Transportation	7230	8311	683,594.00	683,594.00	0.00	683,594.00	0.00	0.0%
Economic Impact Aid	7090-7091	8311	2,765,567.00	2,765,567.00	0.00	2,966,878.00	201,311.00	7.3%
Spec. Ed. Transportation	7240	8311	1,765,191.00	1,765,191.00	0.00	1,765,191.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	202,956.00	202,956.00	46,260.87	202,956.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	(5,184.24)	0.00	0.00	0.0%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	8,051,780.00	8,051,780.00	0.00	8,051,780.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	1,000.00	1,000.00	0.00	1,000.00	0.00	0.0%
Lottery - Unrestricted and Instructional Material		8560	6,733,452.00	6,733,452.00	123,775.35	7,039,793.00	306,341.00	4.5%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650-6690	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Healthy Start	6240	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction Facilities	6200	8590	0.00	0.00	0.00	0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	396,200.00	396,200.00	0.00	396,200.00	0.00	0.0%
All Other State Revenue	All Other	8590	20,514,175.00	20,615,401.00	1,677,738.77	20,106,481.00	(508,920.00)	-2.5%
TOTAL, OTHER STATE REVENUE			66,533,235.00	66,634,461.00	6,770,283.40	66,670,804.00	36,343.00	0.1%
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%

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Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Community Redevelopment Funds Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	55,000.00	60,000.00	2,566.10	60,000.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	1,357,000.00	1,392,744.00	290,615.51	1,386,344.00	(6,400.00)	-0.5%
Interest		8660	1,359,210.00	1,159,210.00	164,522.19	1,159,210.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	761,700.00	761,700.00	480,041.92	761,700.00	0.00	0.0%
Transportation Services	7230, 7240	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services	All Other	8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-Revenue Limit (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	2,756,700.00	2,428,834.00	2,300,497.25	2,947,292.00	518,458.00	21.3%
Tuition		8710	8,000.00	8,000.00	0.00	8,000.00	0.00	0.0%
All Other Transfers In		8781-8783	242,100.00	252,100.00	(3,015.57)	252,100.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	50,000.00	50,000.00	0.00	50,000.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			6,589,710.00	6,112,588.00	3,235,227.40	6,624,646.00	512,058.00	8.4%
TOTAL, REVENUES			342,186,423.00	346,977,224.00	41,070,970.70	361,532,209.00	14,554,985.00	4.2%

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General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	165,198,599.00	165,255,102.00	31,778,785.62	162,673,800.00	2,581,302.00	1.6%
Certificated Pupil Support Salaries		1200	6,326,613.00	6,296,888.00	1,540,907.55	6,611,964.00	(315,076.00)	-5.0%
Certificated Supervisors' and Administrators' Salaries		1300	12,999,653.00	12,999,653.00	3,971,283.05	13,304,934.00	(305,281.00)	-2.3%
Other Certificated Salaries		1900	1,435,280.00	1,410,900.00	366,327.80	2,044,182.00	(633,282.00)	-44.9%
TOTAL, CERTIFICATED SALARIES			185,960,145.00	185,962,543.00	37,657,304.02	184,634,880.00	1,327,663.00	0.7%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	13,569,788.00	13,381,844.00	1,500,117.37	13,148,200.00	233,644.00	1.7%
Classified Support Salaries		2200	24,054,109.00	23,844,590.00	4,516,809.88	21,552,732.00	2,291,858.00	9.6%
Classified Supervisors' and Administrators' Salaries		2300	2,580,061.00	2,580,061.00	684,774.06	2,656,305.00	(76,244.00)	-3.0%
Clerical, Technical and Office Salaries		2400	13,612,450.00	13,616,836.00	2,693,222.50	12,727,473.00	889,363.00	6.5%
Other Classified Salaries		2900	3,277,509.00	3,222,346.00	293,061.14	3,462,029.00	(239,683.00)	-7.4%
TOTAL, CLASSIFIED SALARIES			57,093,917.00	56,645,677.00	9,687,984.95	53,546,739.00	3,098,938.00	5.5%
EMPLOYEE BENEFITS								
STRS		3101-3102	14,432,616.00	14,426,995.00	3,123,408.62	15,282,910.00	(855,915.00)	-5.9%
PERS		3201-3202	5,129,137.00	5,125,021.00	957,389.38	4,697,898.00	427,123.00	8.3%
OASDI/Medicare/Alternative		3301-3302	5,949,861.00	5,937,644.00	1,205,199.08	5,801,596.00	136,048.00	2.3%
Health and Welfare Benefits		3401-3402	40,796,382.00	40,775,968.00	6,748,548.40	40,241,855.00	534,113.00	1.3%
Unemployment Insurance		3501-3502	1,698,065.00	1,695,476.00	341,151.15	1,693,229.00	2,247.00	0.1%
Workers' Compensation		3601-3602	2,780,174.00	2,775,849.00	568,759.03	3,667,591.00	(891,742.00)	-32.1%
OPEB, Allocated		3701-3702	376,360.00	375,786.00	75,831.50	587,519.00	(211,733.00)	-56.3%
OPEB, Active Employees		3751-3752	1,031,121.00	1,029,625.00	200,849.37	1,038,159.00	(8,534.00)	-0.8%
PERS Reduction		3801-3802	754,303.00	753,741.00	182,246.33	743,059.00	10,682.00	1.4%
Other Employee Benefits		3901-3902	47,223.00	47,128.00	6,810.28	66,901.00	(19,773.00)	-42.0%
TOTAL, EMPLOYEE BENEFITS			72,995,242.00	72,943,233.00	13,410,193.14	73,820,717.00	(877,484.00)	-1.2%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	1,438,620.00	1,453,327.00	977,125.83	1,578,327.00	(125,000.00)	-8.6%
Books and Other Reference Materials		4200	0.00	10,454.00	6,791.76	15,454.00	(5,000.00)	-47.8%
Materials and Supplies		4300	8,191,039.00	15,245,459.00	1,573,613.25	13,368,754.00	1,876,705.00	12.3%
Noncapitalized Equipment		4400	1,021,530.00	1,088,389.00	522,120.09	1,034,745.00	53,644.00	4.9%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			10,651,189.00	17,797,629.00	3,079,650.93	15,997,280.00	1,800,349.00	10.1%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	1,527,447.00	1,527,447.00	(18,917.55)	2,178,616.00	(651,169.00)	-42.6%
Travel and Conferences		5200	554,807.00	559,349.00	146,689.66	1,129,172.00	(569,823.00)	-101.9%
Dues and Memberships		5300	46,250.00	46,150.00	26,787.00	51,100.00	(4,950.00)	-10.7%
Insurance		5400-5450	2,200,000.00	2,200,000.00	1,200,000.00	2,200,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	9,200,000.00	9,200,000.00	2,127,798.54	9,200,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	3,537,993.00	3,595,299.00	1,211,614.74	3,868,549.00	(273,250.00)	-7.6%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(241,200.00)	(241,200.00)	(14,049.19)	(241,200.00)	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	8,779,531.00	8,555,775.00	2,170,055.06	9,314,585.00	(758,810.00)	-8.9%
Communications		5900	579,430.00	578,930.00	196,110.17	608,930.00	(30,000.00)	-5.2%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			26,184,258.00	26,021,750.00	7,046,088.43	28,309,752.00	(2,288,002.00)	-8.8%

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Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	40,229.00	40,229.00	0.00	108,763.00	(68,534.00)	-170.4%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			40,229.00	40,229.00	0.00	108,763.00	(68,534.00)	-170.4%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	30,000.00	30,000.00	(713.00)	30,000.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	370,000.00	370,000.00	(23,840.00)	370,000.00	0.00	0.0%
Payments to County Offices		7142	4,955,384.00	4,955,384.00	933,290.40	5,035,384.00	(80,000.00)	-1.6%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	962,991.00	962,991.00	327,416.00	962,991.00	0.00	0.0%
To County Offices	6500	7222	310,985.00	310,985.00	310,985.00	310,985.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	2,722,027.00	2,722,027.00	1,406,053.88	2,722,027.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	28,216.00	27,616.00	12,952.05	27,310.00	306.00	1.1%
Other Debt Service - Principal		7439	471,543.00	463,270.00	407,040.27	595,575.00	(132,305.00)	-28.6%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			9,851,146.00	9,842,273.00	3,373,184.60	10,054,272.00	(211,999.00)	-2.2%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(565,394.00)	(565,394.00)	(32,651.20)	(565,394.00)	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(565,394.00)	(565,394.00)	(32,651.20)	(565,394.00)	0.00	0.0%
TOTAL, EXPENDITURES			362,210,732.00	368,687,940.00	74,221,754.87	365,907,009.00	2,780,931.00	0.8%

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Revenues, Expenditures, and Changes in Fund Balance

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INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	650,000.00	650,000.00	0.00	650,000.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,108,297.00	2,108,297.00	0.00	2,108,297.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			2,758,297.00	2,758,297.00	0.00	2,758,297.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	284,697.02	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	284,697.02	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			2,758,297.00	2,758,297.00	284,697.02	2,758,297.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	407,579.00	407,579.00	0.00	463,784.00	56,205.00	13.8%
3) Other State Revenue		8300-8599	1,686,574.00	1,686,574.00	302,144.62	1,686,574.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,635,000.00	1,635,000.00	949,191.54	1,635,000.00	0.00	0.0%
5) TOTAL, REVENUES			3,729,153.00	3,729,153.00	1,251,336.16	3,785,358.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	1,399,198.00	1,399,198.00	404,771.89	1,455,403.00	(56,205.00)	-4.0%
2) Classified Salaries		2000-2999	332,414.00	332,414.00	75,413.56	332,414.00	0.00	0.0%
3) Employee Benefits		3000-3999	304,325.00	304,325.00	67,648.12	304,325.00	0.00	0.0%
4) Books and Supplies		4000-4999	30,269.00	30,269.00	2,064.26	30,269.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	808,976.00	808,976.00	553,643.35	808,976.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	76,581.00	76,581.00	0.00	76,581.00	0.00	0.0%
9) TOTAL, EXPENDITURES			2,951,763.00	2,951,763.00	1,103,541.18	3,007,968.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			777,390.00	777,390.00	147,794.98	777,390.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	908,297.00	908,297.00	0.00	908,297.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(908,297.00)	(908,297.00)	0.00	(908,297.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(130,907.00)	(130,907.00)	147,794.98	(130,907.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	135,707.00	594,162.00		594,162.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			135,707.00	594,162.00		594,162.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			135,707.00	594,162.00		594,162.00		
2) Ending Balance, June 30 (E + F1e)			4,800.00	463,255.00		463,255.00		
Components of Ending Fund Balance								
a) Reserve for								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
General Reserve		9730	0.00	0.00		0.00		
Legally Restricted Balance		9740	0.00	0.00		0.00		
b) Designated Amounts								
Designated for Economic Uncertainties		9770	0.00	0.00		0.00		
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00		0.00		
Other Designations		9780	4,800.00	463,255.00		463,255.00		
c) Undesignated Amount						0.00		
d) Unappropriated Amount		9790	0.00	0.00				

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB / IASA (incl. ARRA)	3000-3299, 4000-4139, 4201-4215, 4610, 5510	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.00	0.00	0.00	0.0%
JTPA / WIA	5600-5625	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)	All Other	8290	407,579.00	407,579.00	0.00	463,784.00	56,205.00	13.8%
TOTAL, FEDERAL REVENUE			407,579.00	407,579.00	0.00	463,784.00	56,205.00	13.8%
OTHER STATE REVENUE								
Other State Apportionments								
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	1,686,574.00	1,686,574.00	302,144.62	1,686,574.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,686,574.00	1,686,574.00	302,144.62	1,686,574.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	35,000.00	35,000.00	705.43	35,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	200,000.00	200,000.00	116,763.77	200,000.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	1,400,000.00	1,400,000.00	831,722.34	1,400,000.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,635,000.00	1,635,000.00	949,191.54	1,635,000.00	0.00	0.0%
TOTAL REVENUES			3,729,153.00	3,729,153.00	1,251,336.16	3,785,358.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	1,057,865.00	1,057,865.00	318,397.37	1,114,070.00	(56,205.00)	-5.3%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	341,333.00	341,333.00	86,374.52	341,333.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			1,399,198.00	1,399,198.00	404,771.89	1,455,403.00	(56,205.00)	-4.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	78,974.00	78,974.00	32,286.65	78,974.00	0.00	0.0%
Classified Support Salaries		2200	41,684.00	41,684.00	8,230.18	41,684.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	171,482.00	171,482.00	29,455.71	171,482.00	0.00	0.0%
Other Classified Salaries		2900	40,274.00	40,274.00	5,441.02	40,274.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			332,414.00	332,414.00	75,413.56	332,414.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	108,668.00	108,668.00	30,822.31	108,668.00	0.00	0.0%
PERS		3201-3202	21,848.00	21,848.00	4,326.65	21,848.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	36,599.00	36,599.00	9,775.79	36,599.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	94,872.00	94,872.00	11,310.22	94,872.00	0.00	0.0%
Unemployment Insurance		3501-3502	11,644.00	11,644.00	3,457.40	11,644.00	0.00	0.0%
Workers' Compensation		3601-3602	19,406.00	19,406.00	5,762.16	19,406.00	0.00	0.0%
OPEB, Allocated		3701-3702	2,587.00	2,587.00	768.29	2,587.00	0.00	0.0%
OPEB, Active Employees		3751-3752	2,929.00	2,929.00	543.94	2,929.00	0.00	0.0%
PERS Reduction		3801-3802	4,476.00	4,476.00	839.70	4,476.00	0.00	0.0%
Other Employee Benefits		3901-3902	1,296.00	1,296.00	41.66	1,296.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			304,325.00	304,325.00	67,648.12	304,325.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	30,269.00	30,269.00	2,064.26	30,269.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			30,269.00	30,269.00	2,064.26	30,269.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	7,000.00	7,000.00	1,451.00	7,000.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	121,576.00	121,576.00	1,856.00	121,576.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	12,400.00	12,400.00	2,124.14	12,400.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	645,000.00	645,000.00	548,125.26	645,000.00	0.00	0.0%
Communications		5900	23,000.00	23,000.00	86.95	23,000.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			808,976.00	808,976.00	553,643.35	808,976.00	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	76,581.00	76,581.00	0.00	76,581.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			76,581.00	76,581.00	0.00	76,581.00	0.00	0.0%
TOTAL, EXPENDITURES			2,951,763.00	2,951,763.00	1,103,541.18	3,007,968.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	908,297.00	908,297.00	0.00	908,297.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			908,297.00	908,297.00	0.00	908,297.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(908,297.00)	(908,297.00)	0.00	(908,297.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,788,939.00	2,788,939.00	(2,773.00)	2,657,974.00	(130,965.00)	-4.7%
4) Other Local Revenue		8600-8799	2,958,028.00	2,956,171.00	641,320.97	2,957,571.00	1,400.00	0.0%
5) TOTAL, REVENUES			5,746,967.00	5,745,110.00	638,547.97	5,615,545.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	2,125,747.00	2,125,747.00	434,528.41	2,094,676.00	31,071.00	1.5%
2) Classified Salaries		2000-2999	1,932,564.00	1,932,564.00	210,403.60	1,844,410.00	88,154.00	4.6%
3) Employee Benefits		3000-3999	1,157,960.00	1,157,960.00	174,242.96	1,079,142.00	78,818.00	6.8%
4) Books and Supplies		4000-4999	387,634.00	385,777.00	44,069.09	474,397.00	(88,620.00)	-23.0%
5) Services and Other Operating Expenditures		5000-5999	163,227.00	163,227.00	35,281.45	142,030.00	21,197.00	13.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	5,370.00	5,370.00	14,552.10	5,370.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	178,314.00	178,314.00	0.00	178,314.00	0.00	0.0%
9) TOTAL, EXPENDITURES			5,950,816.00	5,948,959.00	913,077.61	5,818,339.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(203,849.00)	(203,849.00)	(274,529.64)	(202,794.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(203,849.00)	(203,849.00)	(274,529.64)	(202,794.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,484,441.00	1,350,324.00		1,350,324.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,484,441.00	1,350,324.00		1,350,324.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,484,441.00	1,350,324.00		1,350,324.00		
2) Ending Balance, June 30 (E + F1e)			1,280,592.00	1,146,475.00		1,147,530.00		
Components of Ending Fund Balance								
a) Reserve for								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
General Reserve		9730	0.00	0.00		0.00		
Legally Restricted Balance		9740	0.00	0.00		0.00		
b) Designated Amounts								
Designated for Economic Uncertainties		9770	0.00	0.00		0.00		
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00		0.00		
Other Designations		9780	1,280,592.00	1,146,475.00		1,147,530.00		
c) Undesignated Amount						0.00		
d) Unappropriated Amount		9790	0.00	0.00				

2010-11 First Interim
Child Development Fund
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
State Preschool	6055-6056	8590	2,788,939.00	2,788,939.00	(2,773.00)	2,657,974.00	(130,965.00)	-4.7%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,788,939.00	2,788,939.00	(2,773.00)	2,657,974.00	(130,965.00)	-4.7%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	35,000.00	35,000.00	2,696.67	35,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	2,000,000.00	2,000,000.00	628,610.30	2,000,000.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	923,028.00	921,171.00	10,014.00	922,571.00	1,400.00	0.2%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,958,028.00	2,956,171.00	641,320.97	2,967,571.00	1,400.00	0.0%
TOTAL REVENUES			5,746,967.00	5,745,110.00	638,547.97	5,615,545.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	1,798,689.00	1,798,689.00	381,028.70	1,771,434.00	27,255.00	1.5%
Certificated Pupil Support Salaries		1200	59,931.00	59,931.00	5,907.10	58,953.00	978.00	1.6%
Certificated Supervisors' and Administrators' Salaries		1300	79,938.00	79,938.00	25,085.32	74,610.00	5,328.00	6.7%
Other Certificated Salaries		1900	187,189.00	187,189.00	22,507.29	189,679.00	(2,490.00)	-1.3%
TOTAL, CERTIFICATED SALARIES			2,125,747.00	2,125,747.00	434,528.41	2,094,676.00	31,071.00	1.5%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	1,060,605.00	1,060,605.00	69,669.29	998,681.00	61,924.00	5.8%
Classified Support Salaries		2200	165,159.00	165,159.00	3,636.38	142,052.00	23,107.00	14.0%
Classified Supervisors' and Administrators' Salaries		2300	236,654.00	236,654.00	73,638.52	220,913.00	15,741.00	6.7%
Clerical, Technical and Office Salaries		2400	392,902.00	392,902.00	58,042.39	405,520.00	(12,618.00)	-3.2%
Other Classified Salaries		2900	77,244.00	77,244.00	5,417.02	77,244.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			1,932,564.00	1,932,564.00	210,403.60	1,844,410.00	88,154.00	4.6%
EMPLOYEE BENEFITS								
STRS		3101-3102	125,563.00	125,563.00	32,611.37	127,951.00	(2,388.00)	-1.9%
PERS		3201-3202	152,819.00	152,819.00	18,954.48	141,305.00	11,514.00	7.5%
OASDI/Medicare/Alternative		3301-3302	166,088.00	166,088.00	19,439.08	162,467.00	3,621.00	2.2%
Health and Welfare Benefits		3401-3402	577,815.00	577,815.00	82,493.77	514,858.00	62,957.00	10.9%
Unemployment Insurance		3501-3502	29,348.00	29,348.00	4,643.55	28,836.00	512.00	1.7%
Workers' Compensation		3601-3602	48,917.00	48,917.00	7,739.14	48,052.00	865.00	1.8%
OPEB, Allocated		3701-3702	6,366.00	6,366.00	1,031.77	6,246.00	120.00	1.9%
OPEB, Active Employees		3751-3752	16,355.00	16,355.00	2,720.67	16,028.00	327.00	2.0%
PERS Reduction		3801-3802	31,468.00	31,468.00	4,094.59	30,300.00	1,168.00	3.7%
Other Employee Benefits		3901-3902	3,221.00	3,221.00	514.54	3,099.00	122.00	3.8%
TOTAL, EMPLOYEE BENEFITS			1,157,960.00	1,157,960.00	174,242.96	1,079,142.00	78,818.00	6.8%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	323,634.00	321,777.00	40,693.12	410,397.00	(88,620.00)	-27.5%
Noncapitalized Equipment		4400	21,000.00	21,000.00	920.82	21,000.00	0.00	0.0%
Food		4700	43,000.00	43,000.00	2,455.15	43,000.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			387,634.00	385,777.00	44,069.09	474,397.00	(88,620.00)	-23.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	20,000.00	20,000.00	0.00	20,000.00	0.00	0.0%
Travel and Conferences		5200	9,400.00	9,400.00	1,770.00	9,400.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	500.00	500.00	0.00	500.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	52,227.00	52,227.00	2,521.00	52,227.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	15,500.00	15,500.00	4,023.84	15,500.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	65,600.00	65,600.00	26,966.61	44,403.00	21,197.00	32.3%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			163,227.00	163,227.00	35,281.45	142,030.00	21,197.00	13.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	270.00	270.00	1,966.50	270.00	0.00	0.0%
Other Debt Service - Principal		7439	5,100.00	5,100.00	12,585.60	5,100.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			5,370.00	5,370.00	14,552.10	5,370.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	178,314.00	178,314.00	0.00	178,314.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			178,314.00	178,314.00	0.00	178,314.00	0.00	0.0%
TOTAL EXPENDITURES			5,950,816.00	5,948,959.00	913,077.61	5,818,339.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8911	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	4,419,098.00	4,419,098.00	389,505.38	4,419,098.00	0.00	0.0%
3) Other State Revenue		8300-8599	371,969.00	371,969.00	31,877.11	371,969.00	0.00	0.0%
4) Other Local Revenue		8600-8799	6,389,767.00	6,389,767.00	558,500.44	6,389,767.00	0.00	0.0%
5) TOTAL, REVENUES			11,180,834.00	11,180,834.00	979,882.93	11,180,834.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	4,081,005.00	4,081,005.00	635,533.08	4,081,005.00	0.00	0.0%
3) Employee Benefits		3000-3999	1,318,788.00	1,318,788.00	258,036.94	1,318,788.00	0.00	0.0%
4) Books and Supplies		4000-4999	4,263,104.00	4,263,104.00	578,828.33	4,263,104.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	504,363.00	504,363.00	120,898.97	504,363.00	0.00	0.0%
6) Capital Outlay		6000-6999	500,000.00	500,000.00	56,834.82	500,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	310,499.00	310,499.00	32,651.20	310,499.00	0.00	0.0%
9) TOTAL, EXPENDITURES			10,977,759.00	10,977,759.00	1,682,783.34	10,977,759.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			203,075.00	203,075.00	(702,900.41)	203,075.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			203,075.00	203,075.00	(702,900.41)	203,075.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	2,366,592.00	2,104,239.00		2,104,239.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,366,592.00	2,104,239.00		2,104,239.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,366,592.00	2,104,239.00		2,104,239.00		
2) Ending Balance, June 30 (E + F1e)			2,569,667.00	2,307,314.00		2,307,314.00		
Components of Ending Fund Balance								
a) Reserve for								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
General Reserve		9730	0.00	0.00		0.00		
Legally Restricted Balance		9740	0.00	0.00		0.00		
b) Designated Amounts								
Designated for Economic Uncertainties		9770	0.00	0.00		0.00		
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00		0.00		
Other Designations		9780	2,569,667.00	2,307,314.00		2,307,314.00		
c) Undesignated Amount						0.00		
d) Unappropriated Amount			0.00	0.00				

2010-11 First Interim
Cafeteria Special Revenue Fund
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
REVENUE LIMIT SOURCES								
Revenue Limit Transfers								
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Child Nutrition Programs		8220	4,419,098.00	4,419,098.00	389,505.38	4,419,098.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			4,419,098.00	4,419,098.00	389,505.38	4,419,098.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	371,969.00	371,969.00	31,877.11	371,969.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			371,969.00	371,969.00	31,877.11	371,969.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	6,226,598.00	6,226,598.00	531,692.76	6,226,598.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	3,000.00	3,000.00	1,199.72	3,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	160,169.00	160,169.00	25,607.96	160,169.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			6,389,767.00	6,389,767.00	558,500.44	6,389,767.00	0.00	0.0%
TOTAL REVENUES			11,180,834.00	11,180,834.00	979,882.93	11,180,834.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	3,440,637.00	3,440,637.00	430,626.60	3,440,637.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	287,713.00	287,713.00	101,366.93	287,713.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	352,655.00	352,655.00	103,539.55	352,655.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			4,081,005.00	4,081,005.00	635,533.08	4,081,005.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	117.56	0.00	0.00	0.0%
PERS		3201-3202	242,860.00	242,860.00	56,604.13	242,860.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	241,094.00	241,094.00	40,374.93	241,094.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	699,060.00	699,060.00	130,377.47	699,060.00	0.00	0.0%
Unemployment Insurance		3501-3502	12,243.00	12,243.00	4,191.42	12,243.00	0.00	0.0%
Workers' Compensation		3601-3602	39,177.00	39,177.00	6,995.64	39,177.00	0.00	0.0%
OPEB, Allocated		3701-3702	6,937.00	6,937.00	931.40	6,937.00	0.00	0.0%
OPEB, Active Employees		3751-3752	19,005.00	19,005.00	2,535.27	19,005.00	0.00	0.0%
PERS Reduction		3801-3802	53,745.00	53,745.00	15,000.00	53,745.00	0.00	0.0%
Other Employee Benefits		3901-3902	4,667.00	4,667.00	909.12	4,667.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,318,788.00	1,318,788.00	258,036.94	1,318,788.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	66,103.00	66,103.00	13,243.25	66,103.00	0.00	0.0%
Noncapitalized Equipment		4400	86,454.00	86,454.00	7,933.91	86,454.00	0.00	0.0%
Food		4700	4,110,547.00	4,110,547.00	557,651.17	4,110,547.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			4,263,104.00	4,263,104.00	578,828.33	4,263,104.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	2,186.00	2,186.00	283.23	2,186.00	0.00	0.0%
Dues and Memberships		5300	200.00	200.00	45.00	200.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	111,239.00	111,239.00	16,693.74	111,239.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	210,500.00	210,500.00	55,492.48	210,500.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	173,530.00	173,530.00	46,517.45	173,530.00	0.00	0.0%
Communications		5900	6,708.00	6,708.00	1,867.07	6,708.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			504,363.00	504,363.00	120,898.97	504,363.00	0.00	0.0%
CAPITAL OUTLAY								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	500,000.00	500,000.00	56,834.82	500,000.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			500,000.00	500,000.00	56,834.82	500,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	310,499.00	310,499.00	32,651.20	310,499.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			310,499.00	310,499.00	32,651.20	310,499.00	0.00	0.0%
TOTAL EXPENDITURES			10,977,759.00	10,977,759.00	1,682,783.34	10,977,759.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8916	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

2010-11 First Interim
Deferred Maintenance Fund
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,817,571.00	1,817,571.00	0.00	1,817,571.00	0.00	0.0%
4) Other Local Revenue		8600-8799	65,000.00	65,000.00	14,487.81	65,000.00	0.00	0.0%
5) TOTAL, REVENUES			1,882,571.00	1,882,571.00	14,487.81	1,882,571.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	113,154.00	113,154.00	26,911.91	109,966.00	3,188.00	2.8%
3) Employee Benefits		3000-3999	46,752.00	46,752.00	8,177.64	43,775.00	2,977.00	6.4%
4) Books and Supplies		4000-4999	50,000.00	50,000.00	0.00	31,165.00	18,835.00	37.7%
5) Services and Other Operating Expenditures		5000-5999	590,000.00	590,000.00	485,961.48	615,000.00	(25,000.00)	-4.2%
6) Capital Outlay		6000-6999	1,200,000.00	1,200,000.00	457,888.46	1,200,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,999,906.00	1,999,906.00	978,939.49	1,999,906.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(117,335.00)	(117,335.00)	(964,451.68)	(117,335.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,200,000.00	1,200,000.00	0.00	1,200,000.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(1,200,000.00)	(1,200,000.00)	0.00	(1,200,000.00)		

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Deferred Maintenance Fund
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,317,335.00)	(1,317,335.00)	(964,451.68)	(1,317,335.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,712,070.00	1,851,902.00		1,851,902.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,712,070.00	1,851,902.00		1,851,902.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,712,070.00	1,851,902.00		1,851,902.00		
2) Ending Balance, June 30 (E + F1e)			394,735.00	534,567.00		534,567.00		
Components of Ending Fund Balance								
a) Reserve for								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
General Reserve		9730	0.00	0.00		0.00		
Legally Restricted Balance		9740	0.00	0.00		0.00		
b) Designated Amounts								
Designated for Economic Uncertainties		9770	0.00	0.00		0.00		
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00		0.00		
Other Designations		9780	394,735.00	534,567.00		534,567.00		
c) Undesignated Amount						0.00		
d) Unappropriated Amount		9790	0.00	0.00				

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Deferred Maintenance Fund
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER STATE REVENUE								
All Other State Revenue		8590	1,817,571.00	1,817,571.00	0.00	1,817,571.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			1,817,571.00	1,817,571.00	0.00	1,817,571.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	65,000.00	65,000.00	3,737.81	65,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	10,750.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			65,000.00	65,000.00	14,487.81	65,000.00	0.00	0.0%
TOTAL, REVENUES			1,882,571.00	1,882,571.00	14,487.81	1,882,571.00		

2010-11 First Interim
Deferred Maintenance Fund
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	113,154.00	113,154.00	26,911.91	109,966.00	3,188.00	2.8%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			113,154.00	113,154.00	26,911.91	109,966.00	3,188.00	2.8%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	12,115.00	12,115.00	2,881.45	11,774.00	341.00	2.8%
OASDI/Medicare/Alternative		3301-3302	8,657.00	8,657.00	2,066.43	8,413.00	244.00	2.8%
Health and Welfare Benefits		3401-3402	20,228.00	20,228.00	1,912.28	17,997.00	2,231.00	11.0%
Unemployment Insurance		3501-3502	815.00	815.00	193.75	792.00	23.00	2.8%
Workers' Compensation		3601-3602	1,358.00	1,358.00	322.93	1,320.00	38.00	2.8%
OPEB, Allocated		3701-3702	181.00	181.00	43.07	176.00	5.00	2.8%
OPEB, Active Employees		3751-3752	509.00	509.00	121.09	495.00	14.00	2.8%
PERS Reduction		3801-3802	2,617.00	2,617.00	622.48	2,544.00	73.00	2.8%
Other Employee Benefits		3901-3902	272.00	272.00	14.16	264.00	8.00	2.9%
TOTAL, EMPLOYEE BENEFITS			46,752.00	46,752.00	8,177.64	43,775.00	2,977.00	6.4%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	50,000.00	50,000.00	0.00	31,165.00	18,835.00	37.7%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			50,000.00	50,000.00	0.00	31,165.00	18,835.00	37.7%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	490,000.00	490,000.00	485,507.67	515,000.00	(25,000.00)	-5.1%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	100,000.00	100,000.00	453.81	100,000.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			590,000.00	590,000.00	485,961.48	615,000.00	(25,000.00)	-4.2%
CAPITAL OUTLAY								
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	1,000,000.00	1,000,000.00	457,888.46	1,000,000.00	0.00	0.0%
Equipment		6400	200,000.00	200,000.00	0.00	200,000.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,200,000.00	1,200,000.00	457,888.46	1,200,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			1,999,906.00	1,999,906.00	978,939.49	1,999,906.00		

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Deferred Maintenance Fund
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General, Special Reserve, & Building Funds		8915	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	1,200,000.00	1,200,000.00	0.00	1,200,000.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,200,000.00	1,200,000.00	0.00	1,200,000.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(1,200,000.00)	(1,200,000.00)	0.00	(1,200,000.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,000.00	4,000.00	147.56	4,000.00	0.00	0.0%
5) TOTAL REVENUES			4,000.00	4,000.00	147.56	4,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			4,000.00	4,000.00	147.56	4,000.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			4,000.00	4,000.00	147.56	4,000.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	81,773.00	77,522.00		77,522.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			81,773.00	77,522.00		77,522.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			81,773.00	77,522.00		77,522.00		
2) Ending Balance, June 30 (E + F1e)			85,773.00	81,522.00		81,522.00		
Components of Ending Fund Balance								
a) Reserve for								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
General Reserve		9730	0.00	0.00		0.00		
Legally Restricted Balance		9740	0.00	0.00		0.00		
b) Designated Amounts								
Designated for Economic Uncertainties		9770	0.00	0.00		0.00		
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00		0.00		
Other Designations		9780	85,773.00	81,522.00		81,522.00		
c) Undesignated Amount						0.00		
d) Unappropriated Amount		9790	0.00	0.00				

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER LOCAL REVENUE								
Interest		8660	4,000.00	4,000.00	147.56	4,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,000.00	4,000.00	147.56	4,000.00	0.00	0.0%
TOTAL, REVENUES			4,000.00	4,000.00	147.56	4,000.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund/CSSF		8912	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund/CSSF		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d)			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	55,000.00	55,000.00	10,991.35	55,000.00	0.00	0.0%
5) TOTAL, REVENUES			55,000.00	55,000.00	10,991.35	55,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	4,000.00	4,000.00	1,322.44	4,000.00	0.00	0.0%
6) Capital Outlay		6000-6999	380,000.00	380,000.00	20,393.35	380,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			384,000.00	384,000.00	21,715.79	384,000.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(329,000.00)	(329,000.00)	(10,724.44)	(329,000.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(329,000.00)	(329,000.00)	(10,724.44)	(329,000.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	3,707,214.00	5,085,188.00		5,085,188.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,707,214.00	5,085,188.00		5,085,188.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,707,214.00	5,085,188.00		5,085,188.00		
2) Ending Balance, June 30 (E + F1e)			3,378,214.00	4,756,188.00		4,756,188.00		
Components of Ending Fund Balance								
a) Reserve for								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
General Reserve		9730	0.00	0.00		0.00		
Legally Restricted Balance		9740	0.00	0.00		0.00		
b) Designated Amounts								
Designated for Economic Uncertainties		9770	0.00	0.00		0.00		
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00		0.00		
Other Designations		9780	3,378,214.00	4,756,188.00		4,756,188.00		
c) Undesignated Amount								
d) Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to RL Deduction								
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	55,000.00	55,000.00	10,991.35	55,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			55,000.00	55,000.00	10,991.35	55,000.00	0.00	0.0%
TOTAL, REVENUES			55,000.00	55,000.00	10,991.35	55,000.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	4,000.00	4,000.00	1,322.44	4,000.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			4,000.00	4,000.00	1,322.44	4,000.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	380,000.00	380,000.00	20,393.35	380,000.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			380,000.00	380,000.00	20,393.35	380,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			384,000.00	384,000.00	21,715.79	384,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	850,000.00	850,000.00	182,755.48	850,000.00	0.00	0.0%
5) TOTAL, REVENUES			850,000.00	850,000.00	182,755.48	850,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	99,270.00	99,270.00	23,670.64	105,424.00	(6,154.00)	-6.2%
3) Employee Benefits		3000-3999	37,789.00	37,789.00	7,183.83	41,094.00	(3,305.00)	-8.7%
4) Books and Supplies		4000-4999	20,000.00	20,000.00	13,045.14	15,000.00	5,000.00	25.0%
5) Services and Other Operating Expenditures		5000-5999	276,840.00	276,840.00	16,246.66	269,381.00	7,459.00	2.7%
6) Capital Outlay		6000-6999	655,000.00	655,000.00	18,379.70	658,000.00	(3,000.00)	-0.5%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	38,324.00	38,324.00	29,141.56	38,324.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,127,223.00	1,127,223.00	107,667.53	1,127,223.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(277,223.00)	(277,223.00)	75,087.95	(277,223.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(277,223.00)	(277,223.00)	75,087.95	(277,223.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	3,375,439.00	3,886,515.00		3,886,515.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,375,439.00	3,886,515.00		3,886,515.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,375,439.00	3,886,515.00		3,886,515.00		
2) Ending Balance, June 30 (E + F1e)			3,098,216.00	3,609,292.00		3,609,292.00		
Components of Ending Fund Balance								
a) Reserve for								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
General Reserve		9730	0.00	0.00		0.00		
Legally Restricted Balance		9740	0.00	0.00		0.00		
b) Designated Amounts								
Designated for Economic Uncertainties		9770	0.00	0.00		0.00		
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00		0.00		
Other Designations		9780	3,098,216.00	3,609,292.00		3,609,292.00		
c) Undesignated Amount						0.00		
d) Unappropriated Amount			0.00	0.00				

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent								
Non-Revenue Limit Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	50,000.00	50,000.00	8,470.96	50,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Mitigation/Developer Fees		8681	800,000.00	800,000.00	174,284.52	800,000.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			850,000.00	850,000.00	182,755.48	850,000.00	0.00	0.0%
TOTAL, REVENUES			850,000.00	850,000.00	182,755.48	850,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	47,945.00	47,945.00	11,187.78	55,375.00	(7,430.00)	-15.5%
Clerical, Technical and Office Salaries		2400	51,325.00	51,325.00	12,482.86	50,049.00	1,276.00	2.5%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			99,270.00	99,270.00	23,670.64	105,424.00	(6,154.00)	-6.2%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	10,629.00	10,629.00	2,534.39	11,401.00	(772.00)	-7.3%
OASDI/Medicare/Alternative		3301-3302	7,594.00	7,594.00	1,812.25	8,145.00	(551.00)	-7.3%
Health and Welfare Benefits		3401-3402	14,520.00	14,520.00	1,681.38	16,143.00	(1,623.00)	-11.2%
Unemployment Insurance		3501-3502	715.00	715.00	170.43	767.00	(52.00)	-7.3%
Workers' Compensation		3601-3602	1,191.00	1,191.00	284.05	1,278.00	(87.00)	-7.3%
OPEB, Allocated		3701-3702	159.00	159.00	37.86	170.00	(11.00)	-6.9%
OPEB, Active Employees		3751-3752	447.00	447.00	106.52	474.00	(27.00)	-6.0%
PERS Reduction		3801-3802	2,296.00	2,296.00	547.51	2,463.00	(167.00)	-7.3%
Other Employee Benefits		3901-3902	238.00	238.00	9.44	253.00	(15.00)	-6.3%
TOTAL, EMPLOYEE BENEFITS			37,789.00	37,789.00	7,183.83	41,094.00	(3,305.00)	-8.7%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%
Noncapitalized Equipment		4400	10,000.00	10,000.00	13,045.14	15,000.00	(5,000.00)	-50.0%
TOTAL, BOOKS AND SUPPLIES			20,000.00	20,000.00	13,045.14	15,000.00	5,000.00	25.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	1,000.00	1,000.00	322.50	1,215.00	(215.00)	-21.5%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	38.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	275,000.00	275,000.00	15,676.16	267,326.00	7,674.00	2.8%
Communications		5900	840.00	840.00	210.00	840.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			276,840.00	276,840.00	16,246.66	269,381.00	7,459.00	2.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	5,000.00	5,000.00	0.00	5,000.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	650,000.00	650,000.00	18,379.70	653,000.00	(3,000.00)	-0.5%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			655,000.00	655,000.00	18,379.70	658,000.00	(3,000.00)	-0.5%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	5,614.00	5,614.00	3,933.00	5,614.00	0.00	0.0%
Other Debt Service - Principal		7439	32,710.00	32,710.00	25,208.56	32,710.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			38,324.00	38,324.00	29,141.56	38,324.00	0.00	0.0%
TOTAL, EXPENDITURES			1,127,223.00	1,127,223.00	107,667.63	1,127,223.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	28,000.00	28,000.00	4,565.23	28,000.00	0.00	0.0%
5) TOTAL, REVENUES			28,000.00	28,000.00	4,565.23	28,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	2,400.00	2,400.00	549.23	2,400.00	0.00	0.0%
6) Capital Outlay		6000-6999	80,000.00	80,000.00	0.00	80,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			82,400.00	82,400.00	549.23	82,400.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(54,400.00)	(54,400.00)	4,016.00	(54,400.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(54,400.00)	(54,400.00)	4,016.00	(54,400.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,813,723.00	2,109,716.00		2,109,716.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,813,723.00	2,109,716.00		2,109,716.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,813,723.00	2,109,716.00		2,109,716.00		
2) Ending Balance, June 30 (E + F1e)			1,759,323.00	2,055,316.00		2,055,316.00		
Components of Ending Fund Balance								
a) Reserve for								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
General Reserve		9730	0.00	0.00		0.00		
Legally Restricted Balance		9740	0.00	0.00		0.00		
b) Designated Amounts								
Designated for Economic Uncertainties		9770	0.00	0.00		0.00		
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00		0.00		
Other Designations		9780	1,759,323.00	2,055,316.00		2,055,316.00		
c) Undesignated Amount						0.00		
d) Unappropriated Amount		9790	0.00	0.00				

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Other Federal Revenue (incl. ARRA)		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
School Facilities Apportionments		8545	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	28,000.00	28,000.00	4,565.23	28,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			28,000.00	28,000.00	4,565.23	28,000.00	0.00	0.0%
TOTAL, REVENUES			28,000.00	28,000.00	4,565.23	28,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,400.00	2,400.00	549.23	2,400.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,400.00	2,400.00	549.23	2,400.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	80,000.00	80,000.00	0.00	80,000.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			80,000.00	80,000.00	0.00	80,000.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			82,400.00	82,400.00	549.23	82,400.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

2010-11 First Interim
Special Reserve Fund for Capital Outlay Projects
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	78,116.86	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,021,330.00	2,021,330.00	1,674,993.11	2,567,167.00	545,837.00	27.0%
5) TOTAL, REVENUES			2,021,330.00	2,021,330.00	1,753,109.97	2,567,167.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	4,000.00	4,000.00	1,256.43	49,600.00	(45,600.00)	-1140.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	426,179.00	426,179.00	0.00	925,066.00	(498,887.00)	-117.1%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			430,179.00	430,179.00	1,256.43	974,666.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			1,591,151.00	1,591,151.00	1,751,853.54	1,592,501.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	650,000.00	650,000.00	0.00	650,000.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(650,000.00)	(650,000.00)	0.00	(650,000.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			941,151.00	941,151.00	1,751,853.54	942,501.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	3,689,084.00	4,212,721.00		4,212,721.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,689,084.00	4,212,721.00		4,212,721.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,689,084.00	4,212,721.00		4,212,721.00		
2) Ending Balance, June 30 (E + F1e)			4,630,235.00	5,153,872.00		5,155,222.00		
Components of Ending Fund Balance								
a) Reserve for								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
General Reserve		9730	0.00	0.00		0.00		
Legally Restricted Balance		9740	0.00	0.00		0.00		
b) Designated Amounts								
Designated for Economic Uncertainties		9770	0.00	0.00		0.00		
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00		0.00		
Other Designations		9780	4,630,235.00	5,153,872.00		5,155,222.00		
c) Undesignated Amount						0.00		
d) Unappropriated Amount		9790	0.00	0.00				

2010-11 First Interim
Special Reserve Fund for Capital Outlay Projects
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Other Federal Revenue (incl. ARRA)		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	78,116.86	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	78,116.86	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Community Redevelopment Funds Not Subject to RL Deduction		8625	1,300,000.00	1,300,000.00	1,438,000.17	1,845,837.00	545,837.00	42.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	676,330.00	676,330.00	226,898.03	676,330.00	0.00	0.0%
Interest		8660	45,000.00	45,000.00	10,094.91	45,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,021,330.00	2,021,330.00	1,674,993.11	2,567,167.00	545,837.00	27.0%
TOTAL, REVENUES			2,021,330.00	2,021,330.00	1,753,109.97	2,567,167.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	4,000.00	4,000.00	1,256.43	49,600.00	(45,600.00)	-1140.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			4,000.00	4,000.00	1,256.43	49,600.00	(45,600.00)	-1140.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	426,179.00	426,179.00	0.00	925,066.00	(498,887.00)	-117.1%
Debt Service								
Debt Service - Interest								
		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal								
		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			426,179.00	426,179.00	0.00	925,066.00	(498,887.00)	-117.1%
TOTAL, EXPENDITURES			430,179.00	430,179.00	1,256.43	974,666.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund/CSSF		8912	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund/CSSF		7612	650,000.00	650,000.00	0.00	650,000.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			650,000.00	650,000.00	0.00	650,000.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(650,000.00)	(650,000.00)	0.00	(650,000.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	57,669,022.00	57,669,022.00	22,587,194.60	58,555,604.00	886,582.00	1.5%
5) TOTAL, REVENUES			57,669,022.00	57,669,022.00	22,587,194.60	58,555,604.00		
B. EXPENSES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	314,124.00	314,124.00	88,219.06	313,126.00	998.00	0.3%
3) Employee Benefits		3000-3999	108,347.00	108,347.00	19,548.13	107,646.00	701.00	0.6%
4) Books and Supplies		4000-4999	17,500.00	17,500.00	3,052.81	17,500.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	56,622,854.00	56,622,854.00	21,456,162.07	57,511,135.00	(888,281.00)	-1.6%
6) Depreciation		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENSES			57,062,825.00	57,062,825.00	21,566,982.07	57,949,407.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			606,197.00	606,197.00	1,020,212.53	606,197.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN NET ASSETS (C + D4)			606,197.00	606,197.00	1,020,212.53	606,197.00		
F. NET ASSETS								
1) Beginning Net Assets								
a) As of July 1 - Unaudited		9791	728,673.00	342,553.00		342,553.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			728,673.00	342,553.00		342,553.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Assets (F1c + F1d)			728,673.00	342,553.00		342,553.00		
2) Ending Net Assets, June 30 (E + F1e)			1,334,870.00	948,750.00		948,750.00		
Components of Ending Net Assets								
a) Reserve for								
Revolving Cash		9711	680,000.00	680,000.00		680,000.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
General Reserve		9730	0.00	0.00		0.00		
Legally Restricted Balance		9740	0.00	0.00		0.00		
b) Designated Amounts								
Designated for Economic Uncertainties		9770	0.00	0.00		0.00		
Designated for the Unrealized Gains of Investments and Cash in County Treasury		9775	0.00	0.00		0.00		
Other Designations		9780	654,870.00	268,750.00		268,750.00		
c) Undesignated Amount						0.00		
d) Unappropriated Amount		9790	0.00	0.00				

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	138,000.00	138,000.00	21,643.14	138,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
In-District Premiums/Contributions		8674	56,930,022.00	56,930,022.00	22,499,316.93	57,816,604.00	886,582.00	1.6%
All Other Fees and Contracts		8689	150,000.00	150,000.00	66,232.45	150,000.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	451,000.00	451,000.00	2.08	451,000.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			57,669,022.00	57,669,022.00	22,587,194.60	58,555,604.00	886,582.00	1.5%
TOTAL, REVENUES			57,669,022.00	57,669,022.00	22,587,194.60	58,555,604.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	145,412.00	145,412.00	47,472.96	144,414.00	998.00	0.7%
Clerical, Technical and Office Salaries		2400	168,712.00	168,712.00	40,746.10	168,712.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			314,124.00	314,124.00	88,219.06	313,126.00	998.00	0.3%
EMPLOYEE BENEFITS								
STRS		3101-3102	11,996.00	11,996.00	3,916.52	11,913.00	83.00	0.7%
PERS		3201-3202	18,322.00	18,322.00	4,362.68	18,236.00	86.00	0.5%
OASDI/Medicare/Alternative		3301-3302	15,200.00	15,200.00	3,082.12	15,124.00	76.00	0.5%
Health and Welfare Benefits		3401-3402	50,117.00	50,117.00	4,993.46	49,726.00	391.00	0.8%
Unemployment Insurance		3501-3502	2,280.00	2,280.00	635.19	2,266.00	14.00	0.6%
Workers' Compensation		3601-3602	3,799.00	3,799.00	1,058.68	3,777.00	22.00	0.6%
OPEB, Allocated		3701-3702	505.00	505.00	141.16	503.00	2.00	0.4%
OPEB, Active Employees		3751-3752	1,414.00	1,414.00	396.98	1,409.00	5.00	0.4%
PERS Reduction		3801-3802	3,960.00	3,960.00	942.46	3,941.00	19.00	0.5%
Other Employee Benefits		3901-3902	754.00	754.00	18.88	751.00	3.00	0.4%
TOTAL, EMPLOYEE BENEFITS			108,347.00	108,347.00	19,548.13	107,646.00	701.00	0.6%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	17,500.00	17,500.00	3,052.81	17,500.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			17,500.00	17,500.00	3,052.81	17,500.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENSES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	4,650.00	4,650.00	1,042.00	5,450.00	(800.00)	-17.2%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	1,770,000.00	1,770,000.00	1,816,005.00	1,770,000.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,400.00	1,400.00	0.00	1,400.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	2,800.00	2,800.00	2,370.71	2,800.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	54,844,004.00	54,844,004.00	19,636,744.36	55,731,485.00	(887,481.00)	-1.6%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			56,622,854.00	56,622,854.00	21,456,162.07	57,511,135.00	(888,281.00)	-1.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
DEPRECIATION								
Depreciation Expense		6900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, DEPRECIATION			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENSES			57,062,825.00	57,062,825.00	21,566,982.07	57,949,407.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d)			0.00	0.00	0.00	0.00		

Description	ESTIMATED REVENUE LIMIT ADA Original Budget (A)	ESTIMATED REVENUE LIMIT ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED REVENUE LIMIT ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
ELEMENTARY						
1. General Education	33,584.93	33,584.93	33,308.45	33,441.68	(143.25)	0%
2. Special Education	692.06	692.06	716.20	720.82	28.76	4%
HIGH SCHOOL						
3. General Education	15,287.36	15,287.36	15,278.00	15,250.83	(36.53)	0%
4. Special Education	384.72	384.72	352.76	361.22	(23.50)	-6%
COUNTY SUPPLEMENT						
5. County Community Schools	163.38	163.38	163.38	163.38	0.00	0%
6. Special Education	92.43	92.43	92.43	92.43	0.00	0%
7. TOTAL, K-12 ADA	50,204.88	50,204.88	49,911.22	50,030.36	(174.52)	0%
8. ADA for Necessary Small Schools also included in lines 1 - 4.	0.00	0.00	0.00	0.00	0.00	0%
9. Regional Occupational Centers/Programs (ROC/P)*						
CLASSES FOR ADULTS						
10. Concurrently Enrolled Secondary Students*						
11. Adults Enrolled, State Apportioned*						
12. Independent Study - (Students 21 years or older and students 19 years or older and not continuously enrolled since their 18th birthday)*						
13. TOTAL, CLASSES FOR ADULTS						
14. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
15. ADA TOTALS (Sum of lines 7, 9, 13, & 14)	50,204.88	50,204.88	49,911.22	50,030.36	(174.52)	0%
SUPPLEMENTAL INSTRUCTIONAL HOURS						
16. Elementary*						
17. High School*						
18. TOTAL, SUPPLEMENTAL HOURS						

Description	ESTIMATED REVENUE LIMIT ADA Original Budget (A)	ESTIMATED REVENUE LIMIT ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED REVENUE LIMIT ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
COMMUNITY DAY SCHOOLS - Additional Funds						
19. ELEMENTARY						
a. 5th & 6th Hour (ADA) - Mandatory Expelled Pupils only	0.00	0.00	0.00	0.00	0.00	0%
b. 7th & 8th Hour Pupil Hours (Hours)*						
20. HIGH SCHOOL						
a. 5th & 6th Hour (ADA) - Mandatory Expelled Pupils only	0.00	0.00	0.00	0.00	0.00	0%
b. 7th & 8th Hour Pupil Hours (Hours)*						
CHARTER SCHOOLS						
21. Charter ADA funded thru the Block Grant						
a. Charters Sponsored by Unified Districts - Resident (EC 47660) (applicable only for unified districts with Charter School General Purpose Block Grant Offset recorded on line 30 in Form RL1)	0.00	0.00	0.00	0.00	0.00	0%
b. All Other Block Grant Funded Charters	1,741.09	1,741.09	1,741.09	1,741.09	0.00	0%
22. Charter ADA funded thru the Revenue Limit	0.00	0.00	0.00	0.00	0.00	0%
23. TOTAL, CHARTER SCHOOLS ADA (sum lines 21a, 21b, and 22)	1,741.09	1,741.09	1,741.09	1,741.09	0.00	0%
24. SUPPLEMENTAL INSTRUCTIONAL HOURS*						

ADA is no longer collected as a result of flexibility provisions of SBX3 4 (Chapter 12, Statutes of 2009), currently in effect for a five-year period from 2008-09 through 2012-13.

		July	August	September	October	November	December
ACTUALS THROUGH THE MONTH OF (Enter Month Name):							
Object	October						
	9110	31,418,017.00	22,736,542.00	70,340,222.00	63,081,183.00	40,717,747.00	26,419,041.00
A. BEGINNING CASH							
Revenue Limit Sources							
	Property Taxes	8,172,555.00	79,488.00	6,625,981.00	148,341.00	9,517,073.00	105,707,936.00
	Principal Apportionment	(3,411.00)	585,949.00	1,305,742.00	3,453,633.00	1,251,314.00	2,462,307.00
	Miscellaneous Funds	(454,093.00)	(862,168.00)	(536,438.00)	(539,661.00)	(612,092.00)	(602,796.00)
	Federal Revenue	258,638.00	1,770,982.00	10,817,816.00	242,104.00	414,727.00	7,477,153.00
	Other State Revenue	3,911,684.00	2,056,919.00	(5,009,462.00)	5,989,512.00	6,368,256.00	7,000,176.00
	Other Local Revenue	279,737.00	1,433,633.00	953,184.00	701,021.00	502,372.00	165,101.00
	Interfund Transfers In	0.00	0.00	0.00	0.00	0.00	0.00
	All Other Financing Sources	4,295.00	14,087.00	29,130.00	237,185.00	159,040.00	160.00
	Other Receipts/Non-Revenue	(7,382,668.00)	55,603,757.00	498,413.00	463,580.00	439,738.00	(486.00)
	TOTAL RECEIPTS	4,786,737.00	60,682,647.00	14,684,366.00	10,695,715.00	18,040,428.00	122,209,551.00
C. DISBURSEMENTS							
	Certificated Salaries	701,021.00	2,054,102.00	17,277,435.00	17,624,745.00	17,580,834.00	22,518.00
	Classified Salaries	34,287.00	2,371,112.00	3,291,185.00	3,991,402.00	4,919,423.00	5,017,186.00
	Employee Benefits	(31,891.00)	693,128.00	4,254,810.00	7,024,676.00	6,919,617.00	3,688,082.00
	Books, Supplies and Services	638,074.00	2,911,566.00	3,425,103.00	2,913,473.00	2,880,318.00	2,703,169.00
	Capital Outlay	0.00	0.00	0.00	0.00	16,945.00	12,453.00
	Other Outgo	1,303,245.00	312,216.00	911,565.00	837,479.00	332,496.00	476,325.00
	Interfund Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00
	All Other Financing Uses	0.00	34,440.00	0.00	(34,440.00)	0.00	0.00
	Other Disbursements/ Non Expenditures	3.00	4,146,385.00	6,545.00	0.00	0.00	0.00
	TOTAL DISBURSEMENTS	2,644,739.00	12,522,949.00	29,166,643.00	32,357,335.00	32,649,633.00	11,919,733.00
D. PRIOR YEAR TRANSACTIONS							
	Accounts Receivable	2,677,319.00	4,328,327.00	6,772,802.00	2,355,527.00	578,480.00	61,382.00
	Accounts Payable	13,500,792.00	4,884,345.00	(450,436.00)	3,057,343.00	267,981.00	527,643.00
	TOTAL PRIOR YEAR TRANSACTIONS	(10,823,473.00)	(556,018.00)	7,223,238.00	(701,816.00)	310,499.00	(466,261.00)
E. NET INCREASE/DECREASE (B - C + D)		(8,681,475.00)	47,603,680.00	(7,259,039.00)	(22,363,436.00)	(14,298,706.00)	109,823,557.00
F. ENDING CASH (A + E)		22,736,542.00	70,340,222.00	63,081,183.00	40,717,747.00	26,419,041.00	136,242,598.00
G. ENDING CASH, PLUS ACCRUALS							

	Object	January	February	March	April	May	June	Accruals	TOTAL
ACTUALS THROUGH THE MONTH OF									
(Enter Month Name):									
October									
9110									
A. BEGINNING CASH									
Revenue Limit Sources		136,242,598.00	101,091,640.00	45,375,177.00	30,694,476.00	73,636,288.00	42,932,422.00		
Property Taxes		9,840,076.00	41,963.00	16,087,339.00	83,905,642.00	14,052,637.00	2,179,737.00	0.00	256,358,768.00
Principal Apportionment		1,251,314.00	(1,476,123.00)	0.00	1,826,918.00	143,206.00	0.00	3,894,378.00	14,695,227.00
Miscellaneous Funds		(610,750.00)	(527,061.00)	(1,128,226.00)	(524,571.00)	(524,690.00)	115,919.00	(960,726.00)	(7,767,353.00)
Federal Revenue		1,325,888.00	557,429.00	699,467.00	691,642.00	1,699,618.00	(7,604,688.00)	6,599,342.00	24,950,118.00
Other State Revenue		6,140,056.00	1,112,757.00	4,730,931.00	7,039,854.00	1,640,189.00	1,320,195.00	23,769,738.00	66,670,805.00
Other Local Revenue		174,467.00	279,720.00	160,386.00	130,635.00	245,686.00	659,585.00	939,118.00	6,624,645.00
Interfund Transfers In		0.00	0.00	0.00	0.00	0.00	2,758,297.00	0.00	2,758,297.00
All Other Financing Sources		313,760.00	156,800.00	151,060.00	150,550.00	153,245.00	(1,407,015.00)	37,703.00	0.00
Other Receipts/Non-Revenue		889,408.00	(23,572,451.00)	430,233.00	(17,565,744.00)	(13,561,414.00)	8,616,884.00	588,063.00	5,446,313.00
TOTAL RECEIPTS		19,323,219.00	(23,426,966.00)	21,131,190.00	76,254,926.00	3,848,477.00	6,638,914.00	34,867,616.00	369,736,820.00
C. DISBURSEMENTS									
Certificated Salaries		36,126,004.00	17,871,435.00	17,732,507.00	17,771,708.00	17,875,526.00	20,759,412.00	1,237,632.00	184,634,879.00
Classified Salaries		4,554,450.00	4,639,602.00	5,000,672.00	5,098,472.00	5,227,499.00	3,471,726.00	5,929,723.00	53,546,739.00
Employee Benefits		10,412,745.00	7,305,652.00	7,067,609.00	7,381,891.00	7,803,730.00	8,434,872.00	2,865,794.00	73,820,715.00
Books, Supplies and Services		2,910,967.00	2,692,356.00	3,035,497.00	2,804,004.00	2,930,088.00	5,152,955.00	5,714,118.00	40,711,688.00
Capital Outlay		7,033.00	8,998.00	9,364.00	0.00	0.00	0.00	53,969.00	108,762.00
Other Outgo		320,634.00	(48,197.00)	3,138,420.00	711,327.00	1,005,013.00	(554,656.00)	724,892.00	9,470,759.00
Interfund Transfers Out		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
All Other Financing Uses		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Disbursements/									
Non Expenditures		0.00	0.00	0.00	0.00	0.00	(12,850,000.00)	0.00	(8,697,067.00)
TOTAL DISBURSEMENTS		54,331,833.00	32,469,846.00	35,984,069.00	33,767,402.00	34,841,856.00	24,414,309.00	16,526,128.00	353,596,475.00
D. PRIOR YEAR TRANSACTIONS									
Accounts Receivable		279,010.00	226,928.00	93,003.00	372,013.00	372,013.00	186,006.00	297,829.00	18,600,639.00
Accounts Payable		421,354.00	46,579.00	(79,175.00)	(82,275.00)	82,500.00	397,500.00	4,090.00	22,578,241.00
TOTAL PRIOR YEAR TRANSACTIONS		(142,344.00)	180,349.00	172,178.00	454,288.00	289,513.00	(211,494.00)	293,739.00	(3,977,602.00)
E. NET INCREASE/DECREASE (B - C + D)									
		(35,150,958.00)	(55,716,463.00)	(14,680,701.00)	42,941,812.00	(30,703,866.00)	(17,986,889.00)	18,635,227.00	12,162,743.00
F. ENDING CASH (A + E)									
		101,091,640.00	45,375,177.00	30,694,476.00	73,636,288.00	42,932,422.00	24,945,533.00		43,580,760.00
G. ENDING CASH, PLUS ACCRUALS									

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: _____
District Superintendent or Designee

Date: _____

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: December 7th, 2010

Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

POSITIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

QUALIFIED CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

NEGATIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Ron Lebs

Telephone: (949) 234 9211

Title: Deputy Superintendent, Business & Support

E-mail: rlebs@capousd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.	X	
4	Revenue Limit	Projected revenue limit for any of the current or two subsequent fiscal years has not changed by more than two percent since budget adoption.		X
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since budget adoption.		X
7a	Deferred Maintenance	SBX3 4 (Chapter 12, Statutes of 2009) eliminates the local match requirement for Deferred Maintenance for a five-year period from 2008-09 through 2012-13. Therefore, this item has been inactivated for that period.		
7b	Ongoing and Major Maintenance Account	If applicable, changes occurring since budget adoption meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.	X	
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., designated for economic uncertainties, undesignated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since budget adoption that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel tax, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since budget adoption by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?	X	

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2009-10) annual payment?	X	
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since budget adoption in OPEB liabilities?	X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?		X
		• If yes, have there been changes since budget adoption in self-insurance liabilities?		X
S8	Status of Labor Agreements	As of first interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)	X	
		• Classified? (Section S8B, Line 1b)	X	
S8	Labor Agreement Budget Revisions	For negotiations settled since budget adoption, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	X	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

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

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2011-12 Projection (C)	% Change (Cols. E-C/C) (D)	2012-13 Projection (E)
A. REVENUES AND OTHER FINANCING SOURCES (Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted except line A 1h)						
1. Revenue Limit Sources	8010-8099	257,650,640.00				
a. Base Revenue Limit per ADA (Form RLI, line 4, ID 0024)		6,349.18	0.00%	6,349.18	1.95%	6,473.18
b. Revenue Limit ADA (Form RLI, line 5b, ID 0033)		50,030.36	0.00%	50,030.36	0.00%	50,030.36
c. Total Base Revenue Limit (Line A 1a times line A 1b, ID 0269)		317,651,761.10	0.00%	317,651,761.10	1.95%	323,855,525.74
d. Other Revenue Limit (Form RLI, lines 6 thru 14)		1,819,100.00	0.00%	1,819,100.00	0.00%	1,819,100.00
e. Total Revenue Limit Subject to Deficit (Sum lines A 1c plus A 1d, ID 0082)		319,470,861.10	0.00%	319,470,861.10	1.94%	325,674,625.74
f. Deficit Factor (Form RLI, line 16)		0.82037	0.00%	0.82037	0.00%	0.82037
g. Deficit Revenue Limit (Line A 1e times line A 1f, ID 0284)		262,084,310.32	0.00%	262,084,310.32	1.94%	267,173,692.72
h. Plus: Other Adjustments (e.g., basic aid, charter schools object 8015, prior year adjustments objects 8019 and 8099)		791,741.68	-100.00%	0.00	0.00%	0.00
i. Revenue Limit Transfers (Objects 8091 and 8097)		(5,636,000.00)	0.00%	(5,636,000.00)	0.00%	(5,636,000.00)
j. Other Adjustments (Form RLI, lines 18 thru 20 and line 41)		410,588.00	0.00%	410,588.00	0.00%	410,588.00
k. Total Revenue Limit Sources (Sum lines A 1g thru A 1j); (Must equal line A 1)		257,650,640.00	-0.31%	256,858,898.32	1.98%	261,948,280.72
2. Federal Revenues	8100-8299	700,000.00	0.00%	700,000.00	0.00%	700,000.00
3. Other State Revenues	8300-8599	32,719,539.00	-0.57%	32,531,627.00	-23.68%	24,829,019.19
4. Other Local Revenues	8600-8799	5,513,280.00	4.77%	5,776,384.00	-0.23%	5,763,196.45
5. Other Financing Sources	8900-8999	(40,383,236.00)	3.01%	(41,600,223.91)	5.60%	(43,928,003.54)
6. Total (Sum lines A 1k thru A 5)		256,200,223.00	-0.75%	254,266,685.41	-1.95%	249,312,492.82
B. EXPENDITURES AND OTHER FINANCING USES (Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
1. Certificated Salaries						
a. Base Salaries				153,452,537.00		148,059,934.13
b. Step & Column Adjustment				3,216,333.13		2,254,548.08
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(8,608,936.00)		8,608,936.00
e. Total Certificated Salaries (Sum lines B 1a thru B 1d)	1000-1999	153,452,537.00	-3.51%	148,059,934.13	7.34%	158,923,418.21
2. Classified Salaries						
a. Base Salaries				24,561,045.00		25,092,265.90
b. Step & Column Adjustment				531,220.90		501,845.31
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B 2a thru B 2d)	2000-2999	24,561,045.00	2.16%	25,092,265.90	2.00%	25,594,111.21
3. Employee Benefits	3000-3999	54,442,089.00	-2.99%	52,813,394.67	1.77%	53,749,541.19
4. Books and Supplies	4000-4999	4,664,744.00	-1.65%	4,587,576.63	1.82%	4,670,927.52
5. Services and Other Operating Expenditures	5000-5999	18,586,370.00	0.15%	18,613,636.07	4.22%	19,398,707.74
6. Capital Outlay	6000-6999	51,000.00	392.16%	251,000.00	0.00%	251,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	3,098,717.00	-11.61%	2,738,977.00	1.81%	2,788,549.46
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(3,482,381.00)	-2.08%	(3,409,801.00)	0.00%	(3,409,801.00)
9. Other Financing Uses	7600-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						(22,000,000.00)
11. Total (Sum lines B 1 thru B 10)		255,374,121.00	-2.60%	248,746,983.40	-3.53%	239,966,454.33
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A 6 minus line B 11)						
		826,102.00		5,519,702.01		9,346,038.49
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F 1e)		23,233,728.00		24,059,830.00		29,579,532.01
2. Ending Fund Balance (Sum lines C and D 1)		24,059,830.00		29,579,532.01		38,925,570.50
3. Components of Ending Fund Balance (Form 011)						
a. Fund Balance Reserves	9710-9740	325,000.00		325,000.00		325,000.00
b. Designated for Economic Uncertainties	9770	7,734,830.00		7,254,532.01		7,100,570.50
c. Fund Balance Designations	9775, 9780	16,000,000.00		22,000,000.00		31,500,000.00
d. Undesignated/Unappropriated Balance	9790	0.00		0.00		0.00
e. Total Components of Ending Fund Balance (Line D 3e must agree with line D 2)		24,059,830.00		29,579,532.01		38,925,570.50

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2011-12 Projection (C)	% Change (Cols. E-C/C) (D)	2012-13 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Designated for Economic Uncertainties	9770	7,734,830.00		7,254,532.01		7,100,570.50
b. Undesignated/Unappropriated Amount	9790	0.00		0.00		0.00
If GL data does not exist, key enter lines E2a and E2b.						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Designated for Economic Uncertainties	9770	0.00		0.00		0.00
b. Undesignated/Unappropriated Amount	9790	0.00		0.00		0.00
3. Total Available Reserves (Sum lines E1 thru E2b)		7,734,830.00		7,254,532.01		7,100,570.50

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

B1d: Movement of salaries to Ed Jobs money in 11-12 to preserve jobs. B10: Budget cuts that will be made in the 12-13 fiscal year as yet to be identified.

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2011-12 Projection (C)	% Change (Cols. E-C/C) (D)	2012-13 Projection (E)
A. REVENUES AND OTHER FINANCING SOURCES (Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
1. Revenue Limit Sources	8010-8099	5,636,000.00	0.00%	5,636,000.00	0.00%	5,636,000.00
2. Federal Revenues	8100-8299	24,250,119.00	15.71%	28,058,928.63	-41.69%	16,360,061.00
3. Other State Revenues	8300-8599	33,951,265.00	0.00%	33,951,282.50	1.85%	34,578,651.78
4. Other Local Revenues	8600-8799	1,111,366.00	0.00%	1,111,366.00	0.00%	1,111,366.00
5. Other Financing Sources	8900-8999	43,141,533.00	2.82%	44,358,520.91	5.25%	46,686,300.54
6. Total (Sum lines A1 thru A5)		108,090,283.00	4.65%	113,116,098.04	-7.73%	104,372,379.32
B. EXPENDITURES AND OTHER FINANCING USES (Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
1. Certificated Salaries						
a. Base Salaries				31,182,343.00		39,333,007.96
b. Step & Column Adjustment				(458,271.04)		(118,563.67)
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				8,608,936.00		(8,608,936.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	31,182,343.00	26.14%	39,333,007.96	-22.19%	30,605,508.29
2. Classified Salaries						
a. Base Salaries				28,985,694.00		29,349,117.87
b. Step & Column Adjustment				363,423.87		586,642.62
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	28,985,694.00	1.25%	29,349,117.87	2.00%	29,935,760.49
3. Employee Benefits	3000-3999	19,378,628.00	4.82%	20,312,679.12	-4.47%	19,404,681.83
4. Books and Supplies	4000-4999	11,332,536.00	-53.26%	5,297,281.70	-0.14%	5,289,756.76
5. Services and Other Operating Expenditures	5000-5999	9,723,382.00	-6.43%	9,098,431.91	1.87%	9,268,301.11
6. Capital Outlay	6000-6999	57,763.00	18.65%	68,534.00	0.00%	68,534.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	6,955,555.00	-2.05%	6,812,638.48	2.10%	6,955,429.84
8. Other Outgo - Transfers of Indirect Costs	7300-7399	2,916,987.00	-2.49%	2,844,407.00	0.00%	2,844,407.00
9. Other Financing Uses	7600-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		110,532,888.00	2.34%	113,116,098.04	-7.73%	104,372,379.32
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(2,442,605.00)		0.00		0.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		2,442,605.00		0.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		0.00		0.00		0.00
3. Components of Ending Fund Balance (Form 011)						
a. Fund Balance Reserves	9710-9740	0.00		0.00		
b. Designated for Economic Uncertainties	9770	0.00		0.00		
c. Fund Balance Designations	9775, 9780	0.00		0.00		
d. Undesignated/Unappropriated Balance	9790	0.00		0.00		0.00
e. Total Components of Ending Fund Balance (Line D3e must agree with line D2)		0.00		0.00		0.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2011-12 Projection (C)	% Change (Cols. E-C/C) (D)	2012-13 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Designated for Economic Uncertainties	9770					
b. Undesignated/Unappropriated Amount	9790					
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Designated for Economic Uncertainties	9770					
b. Undesignated/Unappropriated Amount	9790					
3. Total Available Reserves (Sum lines E1 thru E2b)						

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

B1d: Movement of salaries to Ed Jobs money in 11-12 to preserve jobs. B10: Budget cuts that will be made in the 12-13 fiscal year as yet to be identified.

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2011-12 Projection (C)	% Change (Cols. E-C/C) (D)	2012-13 Projection (E)
A. REVENUES AND OTHER FINANCING SOURCES						
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
1. Revenue Limit Sources	8010-8099	263,286,640.00	-0.30%	262,494,898.32	1.94%	267,584,280.72
2. Federal Revenues	8100-8299	24,950,119.00	15.27%	28,758,928.63	-40.68%	17,060,061.00
3. Other State Revenues	8300-8599	66,670,804.00	-0.28%	66,482,909.50	-10.64%	59,407,670.97
4. Other Local Revenues	8600-8799	6,624,646.00	3.97%	6,887,750.00	-0.19%	6,874,562.45
5. Other Financing Sources	8900-8999	2,758,297.00	0.00%	2,758,297.00	0.00%	2,758,297.00
6. Total (Sum lines A1 thru A5)		364,290,506.00	0.85%	367,382,783.45	-3.73%	353,684,872.14
B. EXPENDITURES AND OTHER FINANCING USES						
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
1. Certificated Salaries						
a. Base Salaries				184,634,880.00		187,392,942.09
b. Step & Column Adjustment				2,758,062.09		2,135,984.41
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	184,634,880.00	1.49%	187,392,942.09	1.14%	189,528,926.50
2. Classified Salaries						
a. Base Salaries				53,546,739.00		54,441,383.77
b. Step & Column Adjustment				894,644.77		1,088,487.93
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	53,546,739.00	1.67%	54,441,383.77	2.00%	55,529,871.70
3. Employee Benefits	3000-3999	73,820,717.00	-0.94%	73,126,073.79	0.04%	73,154,223.02
4. Books and Supplies	4000-4999	15,997,280.00	-38.21%	9,884,858.33	0.77%	9,960,684.28
5. Services and Other Operating Expenditures	5000-5999	28,309,752.00	-2.11%	27,712,067.98	3.45%	28,667,008.85
6. Capital Outlay	6000-6999	108,763.00	193.79%	319,534.00	0.00%	319,534.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	10,054,272.00	-5.00%	9,551,615.48	2.01%	9,743,979.30
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(565,394.00)	0.00%	(565,394.00)	0.00%	(565,394.00)
9. Other Financing Uses	7600-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		(22,000,000.00)
11. Total (Sum lines B1 thru B10)		365,907,009.00	-1.11%	361,863,081.44	-4.84%	344,338,833.65
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		(1,616,503.00)		5,519,702.01		9,346,038.49
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		25,676,333.00		24,059,830.00		29,579,532.01
2. Ending Fund Balance (Sum lines C and D1)		24,059,830.00		29,579,532.01		38,925,570.50
3. Components of Ending Fund Balance (Form 011)						
a. Fund Balance Reserves	9710-9740	325,000.00		325,000.00		325,000.00
b. Designated for Economic Uncertainties	9770	7,734,830.00		7,254,532.01		7,100,570.50
c. Fund Balance Designations	9775, 9780	16,000,000.00		22,000,000.00		31,500,000.00
d. Undesignated/Unappropriated Balance	9790	0.00		0.00		0.00
e. Total Components of Ending Fund Balance		24,059,830.00		29,579,532.01		38,925,570.50
(Line D3e must agree with line D2)						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2011-12 Projection (C)	% Change (Cols. E-C/C) (D)	2012-13 Projection (E)
E. AVAILABLE RESERVES (Unrestricted except as noted)						
1. General Fund						
a. Designated for Economic Uncertainties	9770	7,734,830.00		7,254,532.01		7,100,570.50
b. Undesignated/Unappropriated Amount	9790	0.00		0.00		0.00
c. Negative Restricted Ending Balances (Negative resources 2000-9999) (Enter projections)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Designated for Economic Uncertainties	9770	0.00		0.00		0.00
b. Undesignated/Unappropriated Amount	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2b)		7,734,830.00		7,254,532.01		7,100,570.50
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		2.11%		2.00%		2.06%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and answered Yes to excluding special education pass-through funds:	1. Enter the name(s) of the SELPA(s):					
2. Special education pass-through funds (Column A: Fund 01, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		1,273,976.00				
2. District ADA Used to determine the reserve standard percentage level on line F3d (Column A: Form AI, Estimated P-2 ADA column, lines 1-4 and 22; enter projections)						
		49,655.41		49,655.41		49,655.41
3. Calculating the Reserves						
a. Total Expenditures and Other Financing Uses (Line B11)		365,907,009.00		361,863,081.44		344,338,833.65
b. Less: Special Education Pass-through Funds (Line F1b2)		1,273,976.00		0.00		0.00
c. Net Expenditures and Other Financing Uses (Line F3a, minus line F3b if line F1a is Yes)		365,907,009.00		361,863,081.44		344,338,833.65
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		2%		2%		2%
e. Reserve Standard - By Percent (Line F3c times F3d)		7,318,140.18		7,237,261.63		6,886,776.67
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		7,318,140.18		7,237,261.63		6,886,776.67
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Description	Principal Appt. Software Data ID	Original Budget	Board Approved Operating Budget	Projected Year Totals
BASE REVENUE LIMIT PER ADA				
1. Base Revenue Limit per ADA (prior year)	0025	6,374.18	6,374.18	6,374.18
2. Inflation Increase	0041	(25.00)	(25.00)	(25.00)
3. All Other Adjustments	0042, 0525	0.00	0.00	0.00
4. TOTAL, BASE REVENUE LIMIT PER ADA (Sum Lines 1 through 3)	0024	6,349.18	6,349.18	6,349.18
REVENUE LIMIT SUBJECT TO DEFICIT				
5. Total Base Revenue Limit				
a. Base Revenue Limit per ADA (from Line 4)	0024	6,349.18	6,349.18	6,349.18
b. Revenue Limit ADA	0033	50,204.88	50,204.88	50,030.36
c. Total Base Revenue Limit (Line 5a times Line 5b)	0269	318,759,820.00	318,759,820.00	317,651,761.10
6. Allowance for Necessary Small School	0489	0.00	0.00	0.00
7. Gain or Loss from Interdistrict Attendance Agreements	0272	0.00	0.00	0.00
8. Meals for Needy Pupils	0090	0.00	0.00	0.00
9. Special Revenue Limit Adjustments	0274	749,560.00	749,547.00	749,547.00
10. One-time Equalization Adjustments	0275			
11. Miscellaneous Revenue Limit Adjustments	0276, 0659	0.00	0.00	0.00
12. Less: All Charter District Revenue Limit Adjustment	0217	0.00	0.00	0.00
13. Beginning Teacher Salary Incentive Funding	0552	1,075,132.00	1,075,132.00	1,069,553.00
14. Less: Class Size Penalties Adjustment	0173	0.00	0.00	0.00
15. REVENUE LIMIT SUBJECT TO DEFICIT (Sum Lines 5c through 11, plus Line 13, minus Lines 12 and 14)	0082	320,584,512.00	320,584,499.00	319,470,861.10
DEFICIT CALCULATION				
16. Deficit Factor	0281	0.81645	0.81645	0.82037
17. TOTAL, DEFICITED REVENUE LIMIT (Line 15 times Line 16)	0284	261,741,224.82	261,741,214.21	262,084,310.32
OTHER REVENUE LIMIT ITEMS				
18. Unemployment Insurance Revenue	0060	1,726,986.00	1,724,397.00	1,721,653.00
19. Less: Longer Day/Year Penalty	0287	0.00	0.00	0.00
20. Less: Excess ROC/P Reserves Adjustment	0288	0.00	0.00	0.00
21. Less: PERS Reduction	0195	852,865.00	852,865.00	852,865.00
22. PERS Safety Adjustment/SFUSD PERS Adjustment	0205, 0654	0.00	0.00	0.00
23. TOTAL, OTHER REVENUE LIMIT ITEMS (Sum Lines 18 and 22, minus Lines 19 through 21)	---	874,121.00	871,532.00	868,788.00
24. TOTAL REVENUE LIMIT (Sum Lines 17 and 23)	0088	262,615,345.82	262,612,746.21	262,953,098.32

Description	Principal Appt. Software Data ID	Original Budget	Board Approved Operating Budget	Projected Year Totals
REVENUE LIMIT - LOCAL SOURCES				
25. Property Taxes	0587, 0660	243,741,811.00	243,741,811.00	256,322,914.00
26. Miscellaneous Funds	0588	0.00	0.00	0.00
27. Community Redevelopment Funds	0589	0.00	0.00	35,854.00
28. Less: Charter Schools In-lieu Taxes	0595	8,169,574.00	8,169,574.00	8,620,219.00
29. TOTAL, REVENUE LIMIT - LOCAL SOURCES (Sum Lines 25 through 27, minus Line 28)	0126	235,572,237.00	235,572,237.00	247,738,549.00
30. Charter School General Purpose Block Grant Offset (Unified Districts Only)	0293	0.00	0.00	0.00
31. STATE AID PORTION OF REVENUE LIMIT (Sum Line 24, minus Lines 29 and 30. If negative, then zero)	0111	27,043,108.82	27,040,509.21	15,214,549.32
OTHER ITEMS				
32. Less: County Office Funds Transfer	0458	1,304,800.00	1,304,800.00	1,311,065.00
33. Core Academic Program	9001			
34. California High School Exit Exam	9002			
35. Pupil Promotion and Retention Programs (Retained and Recommended for Retention, and Low STAR and At Risk of Retention)	9016, 9017			
36. Apprenticeship Funding	0570			
37. Community Day School Additional Funding	3103, 9007			
38. Basic Aid "Choice"/Court Ordered Voluntary Pupil Transfer	0634, 0629	0.00	0.00	0.00
39. Basic Aid Supplement Charter School Adjustment	9018	0.00	0.00	0.00
40. All Other Adjustments	---	(12,342,503.71)	(12,342,503.21)	0.00
41. TOTAL, OTHER ITEMS (Sum Lines 33 through 40, minus Line 32)	---	(13,647,303.71)	(13,647,303.21)	(1,311,065.00)
42. TOTAL, STATE AID PORTION OF REVENUE LIMIT (Sum Lines 31 and 41) (This amount should agree with Object 8011)	---	13,395,805.11	13,393,206.00	13,903,484.32
OTHER NON-REVENUE LIMIT ITEMS				
43. Core Academic Program	9001	0.00	0.00	0.00
44. California High School Exit Exam	9002	0.00	0.00	0.00
45. Pupil Promotion and Retention Programs (Retained and Recommended for Retention, and Low STAR and At Risk of Retention)	9016, 9017	0.00	0.00	0.00
46. Apprenticeship Funding	0570	0.00	0.00	0.00
47. Community Day School Additional Funding	3103, 9007	0.00	0.00	0.00

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

Deviations from the standards must be explained and may affect the interim certification.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's ADA Standard Percentage Range: -2.0% to +2.0%

1A. Calculating the District's ADA Variances

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise enter data into the first column for all fiscal years. First Interim Projected Year Totals data for Current Year are extracted. If First Interim Form MYPI exists, Projected Year Totals data will be extracted for the two subsequent years; if not, enter data into the second column.

Fiscal Year	Revenue Limit (Funded) ADA		Percent Change	Status
	Budget Adoption	First Interim		
	Budget (Form 01CS, Item 4A1, Step 2A)	Projected Year Totals (Form RLI, Line 5b) (Form MYPI, Unrestricted, A1b)		
Current Year (2010-11)	50,204.88	50,030.36	-0.3%	Met
1st Subsequent Year (2011-12)	50,204.88	50,030.36	-0.3%	Met
2nd Subsequent Year (2012-13)	50,204.88	50,030.36	-0.3%	Met

1B. Comparison of District ADA to the Standard

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

1a. STANDARD MET - Funded ADA has not changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

This comparison includes county students.

2. CRITERION: Enrollment

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's Enrollment Standard Percentage Range:

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	Budget Adoption (Form 01CS, Item 3B)	First Interim CBEDS/Projected		
Current Year (2010-11)	51,889	51,924	0.1%	Met
1st Subsequent Year (2011-12)	51,889	51,924	0.1%	Met
2nd Subsequent Year (2012-13)	51,889	51,924	0.1%	Met

2B. Comparison of District Enrollment to the Standard

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

- 1a. STANDARD MET - Enrollment projections have not changed since budget adoption by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

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

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

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. Budget Adoption data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines 3, 6, and 25)	Enrollment CBEDS Actual (Form 01CS, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2007-08)	49,136	51,531	95.4%
Second Prior Year (2008-09)	49,679	51,602	96.3%
First Prior Year (2009-10)	49,660	52,006	95.5%
		Historical Average Ratio:	95.7%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	96.2%

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

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

Fiscal Year	Estimated P-2 ADA (Form AI, Lines 1-4 and 22) (Form MYPI, Line F2)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2010-11)	49,655	51,924	95.6%	Met
1st Subsequent Year (2011-12)	49,655	51,924	95.6%	Met
2nd Subsequent Year (2012-13)	49,655	51,924	95.6%	Met

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

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

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

Explanation:
(required if NOT met)

4. CRITERION: Revenue Limit

STANDARD: Projected revenue limit for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since budget adoption.

District's Revenue Limit Standard Percentage Range:

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

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. In the First Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	Revenue Limit (Fund 01, Objects 8011, 8020-8089)		Percent Change	Status
	Budget Adoption (Form 01CS, Item 4B)	First Interim Projected Year Totals		
	Current Year (2010-11)	257,101,915.00		
1st Subsequent Year (2011-12)	262,437,731.00	270,262,252.00	3.0%	Not Met
2nd Subsequent Year (2012-13)	268,645,233.00	275,351,635.00	2.5%	Not Met

4B. Comparison of District Revenue Limit to the Standard

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

- 1a. **STANDARD NOT MET** - Projected revenue limit has changed since budget adoption by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting revenue limit.

Explanation:
(required if NOT met)

The adopted 10-11 budget included an elimination of the Per ADA revenue limit cut and an adjustment to the revenue limit deficit percentage to eliminate the effects of the negative COLA.

5. CRITERION: Salaries and Benefits

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

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

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2007-08)	250,687,952.02	272,710,801.36	91.9%
Second Prior Year (2008-09)	247,741,463.75	268,678,251.81	92.2%
First Prior Year (2009-10)	234,366,027.48	255,933,319.06	91.6%
Historical Average Ratio:			91.9%

	Current Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	2.0%	2.0%	2.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	88.9% to 94.9%	88.9% to 94.9%	88.9% to 94.9%

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

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 011, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)		
Current Year (2010-11)	232,455,671.00	255,374,121.00	91.0%	Met
1st Subsequent Year (2011-12)	225,965,594.70	248,746,983.40	90.8%	Met
2nd Subsequent Year (2012-13)	238,267,070.61	239,966,454.33	99.3%	Not Met

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

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

- 1a. STANDARD NOT MET - Projected ratio of unrestricted salary and benefit costs to total unrestricted expenditures has changed by more than the standard in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting salaries and benefits.

Explanation:
(required if NOT met)

In 12-13 it is projected that \$22 million in expenditure reductions will need to be made. Reductions to salaries and benefits will be considered but specific amounts are currently not identified. Additionally, in 12-13 salaries that were paid from the federal Ed Jobs grant in 11-12 return to the unrestricted resource.

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since budget adoption.

Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. First Interim data for the Current Year are extracted. If First Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

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

Object Range / Fiscal Year	Budget Adoption Budget (Form 01CS, Item 6B)	First Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)				
Current Year (2010-11)	19,278,272.00	24,950,119.00	29.4%	Yes
1st Subsequent Year (2011-12)	18,672,174.00	28,758,928.63	54.0%	Yes
2nd Subsequent Year (2012-13)	16,172,174.00	17,060,061.00	5.5%	Yes

Explanation:
(required if Yes)

Reflects the reappropriation of carryover funds for ARRA special ed. in 10-11; the addition of the Federal Jobs Money in 11-12; increased federal funds (e.g. Title I) received in the current year and projected in the out years.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)				
Current Year (2010-11)	66,533,235.00	66,670,804.00	0.2%	No
1st Subsequent Year (2011-12)	67,599,986.00	66,482,909.50	-1.7%	No
2nd Subsequent Year (2012-13)	60,642,615.00	59,407,670.97	-2.0%	No

Explanation:
(required if Yes)

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)				
Current Year (2010-11)	6,589,710.00	6,624,646.00	0.5%	No
1st Subsequent Year (2011-12)	6,749,627.00	6,887,750.00	2.0%	No
2nd Subsequent Year (2012-13)	6,930,309.00	6,874,562.45	-0.8%	No

Explanation:
(required if Yes)

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)				
Current Year (2010-11)	10,651,189.00	15,997,280.00	50.2%	Yes
1st Subsequent Year (2011-12)	9,875,043.00	9,884,858.33	0.1%	No
2nd Subsequent Year (2012-13)	8,950,893.00	9,960,684.28	11.3%	Yes

Explanation:
(required if Yes)

10-11 reflects the reappropriation of carryover funds; 12-13 reflects that in 10-11 the budget has increased in the gift accounts to show receipt of funds to date which is budgeted as an expenditure in 4000-4999. This amount is projected forward.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)				
Current Year (2010-11)	26,184,258.00	28,309,752.00	8.1%	Yes
1st Subsequent Year (2011-12)	26,104,176.00	27,712,067.98	6.2%	Yes
2nd Subsequent Year (2012-13)	27,107,701.00	28,667,008.85	5.8%	Yes

Explanation:
(required if Yes)

This reflects a reallocation of expenditures between salaries and contracts. Salaries were reduced in special education and contracts have increased until personnel can be hired to fill vacancies; reappropriated carryover in restricted accounts; adjustments between object codes.

6B. Calculating the District's Change in Total Operating Revenues and Expenditures

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Budget Adoption Budget	First Interim Projected Year Totals	Percent Change	Status
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2010-11)	92,401,217.00	98,245,569.00	6.3%	Not Met
1st Subsequent Year (2011-12)	93,021,787.00	102,129,588.13	9.8%	Not Met
2nd Subsequent Year (2012-13)	83,745,098.00	83,342,294.42	-0.5%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2010-11)	36,835,447.00	44,307,032.00	20.3%	Not Met
1st Subsequent Year (2011-12)	35,979,219.00	37,596,926.31	4.5%	Met
2nd Subsequent Year (2012-13)	36,058,594.00	38,627,693.13	7.1%	Not Met

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

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

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

Explanation:
Federal Revenue
(linked from 6A
if NOT met)

Reflects the reappropriation of carryover funds for ARRA special ed. in 10-11; the addition of the Federal Jobs Money in 11-12; Increased federal funds (e.g. Title I) received in the current year and projected in the out years.

Explanation:
Other State Revenue
(linked from 6A
if NOT met)

Explanation:
Other Local Revenue
(linked from 6A
if NOT met)

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

Explanation:
Books and Supplies
(linked from 6A
if NOT met)

10-11 reflects the reappropriation of carryover funds; 12-13 reflects that in 10-11 the budget has increased in the gift accounts to show receipt of funds to date which is budgeted as an expenditure in 4000-4999. This amount is projected forward.

Explanation:
Services and Other Exps
(linked from 6A
if NOT met)

This reflects a reallocation of expenditures between salaries and contracts. Salaries were reduced in special education and contracts have increased until personnel can be hired to fill vacancies; reappropriated carryover in restricted accounts; adjustments between object codes.

7. CRITERION: Facilities Maintenance

STANDARD: Identify changes that have occurred since budget adoption in the projected contributions for facilities maintenance funding as required pursuant to Education Code sections 17584 (Deferred Maintenance) and 17070.75 (Ongoing and Major Maintenance Account).

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

NOTE: SBX3 4 (Chapter 12, Statutes of 2009) eliminates the local match requirement for Deferred Maintenance for a five-year period from 2008-09 through 2012-13. Therefore, this section has been inactivated for that period.

7B. Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 as modified by Section 17070.766, effective 2008-09 through 2012-13 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.766 reduces the contributions required in EC Section 17070.75 from 3 percent to 1 percent for a five-year period from 2008-09 through 2012-13. Therefore, the calculation in this section has been revised accordingly for that period.

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter Budget Adoption data into lines 1 and 2. All other data are extracted.

	Budget Adoption 1% Required Minimum Contribution (Form 01CS, Item 7B2c)	First Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	3,622,107.32	10,627,003.00	Met
2. Budget Adoption Contribution (information only) (Form 01CS, Criterion 7B, Line 2c)		10,563,314.00	

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

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

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

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in any of the current fiscal year or two subsequent fiscal years.

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

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

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

DATA ENTRY: All data are extracted or calculated.

	Current Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
District's Available Reserves Percentage (Criterion 10C, Line 7)	2.1%	2.0%	2.1%
District's Deficit Spending Standard Percentage Levels (one-third of available reserves percentage):	0.7%	0.7%	0.7%

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals		Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Net Change in Unrestricted Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 011, Objects 1000-7999) (Form MYPI, Line B11)		
Current Year (2010-11)	826,102.00	255,374,121.00	N/A	Met
1st Subsequent Year (2011-12)	5,519,702.01	248,746,983.40	N/A	Met
2nd Subsequent Year (2012-13)	9,346,038.49	239,966,454.33	N/A	Met

8C. Comparison of District Deficit Spending to the Standard

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

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

9A-1. Determining if the District's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals		Status
	(Form 011, Line F2)	(Form MYPI, Line D2)	
Current Year (2010-11)	24,059,830.00		Met
1st Subsequent Year (2011-12)	29,579,532.01		Met
2nd Subsequent Year (2012-13)	38,925,570.50		Met

9A-2. Comparison of the District's Ending Fund Balance to the Standard

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

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1. Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund		Status
	(Form CASH, Line F, June Column)		
Current Year (2010-11)	24,945,533.00		Met

9B-2. Comparison of the District's Ending Cash Balance to the Standard

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

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

Percentage Level	District ADA		
5% or \$60,000 (greater of)	0	to	300
4% or \$60,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

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

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

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

	Current Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
District Estimated P-2 ADA (Criterion 3, Item 3B)	49,655	49,655	49,655
District's Reserve Standard Percentage Level:	2%	2%	2%

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

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

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

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

	Current Year Projected Year Totals (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
b. Special Education Pass-through Funds (Fund 01, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)			

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
1. Total Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	365,907,009.00	361,863,081.44	344,338,833.65
2. Less: Special Education Pass-through (Line A2b, if Line A1 is Yes)			
3. Net Expenditures and Other Financing Uses (Line B1 minus Line B2)	365,907,009.00	361,863,081.44	344,338,833.65
4. Reserve Standard Percentage Level	2%	2%	2%
5. Reserve Standard - by Percent (Line B3 times Line B4)	7,318,140.18	7,237,261.63	6,886,776.67
6. Reserve Standard - by Amount (\$60,000 for districts with less than 1,001 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	7,318,140.18	7,237,261.63	6,886,776.67

10C. Calculating the District's Available Reserve Amount

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years. If Fund 17 does not exist, enter data for the current and two subsequent years, as appropriate.

Designated Reserve Amounts (Unrestricted resources 0000-1999 except Line 3)	Current Year Projected Year Totals (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
1. General Fund - Designated for Economic Uncertainties (Fund 01, Object 9770) (Form MYPI, Line E1a)	7,734,830.00	7,254,532.01	7,100,570.50
2. General Fund - Undesignated Amount (Fund 01, Object 9790) (Form MYPI, Line E1b)	0.00	0.00	0.00
3. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1c)	0.00	0.00	0.00
4. Special Reserve Fund - Designated for Economic Uncertainties (Fund 17, Object 9770) (Form MYPI, Line E2a)	0.00	0.00	0.00
5. Special Reserve Fund - Undesignated Amount (Fund 17, Object 9790) (Form MYPI, Line E2b)	0.00	0.00	0.00
6. District's Available Reserves Amount (Sum lines 1 thru 5)	7,734,830.00	7,254,532.01	7,100,570.50
7. District's Available Reserves Percentage (Information only) (Line 6 divided by Section 10B, Line 3)	2.11%	2.00%	2.06%
District's Reserve Standard (Section 10B, Line 7):	7,318,140.18	7,237,261.63	6,886,776.67
Status:	Met	Met	Met

10D. Comparison of District Reserves to the Standard

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

1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

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

S1. Contingent Liabilities

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

No

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

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since budget adoption by more than five percent?

No

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

S3. Temporary Interfund Borrowings

1a. Does your district have projected temporary borrowings between funds?
(Refer to Education Code Section 42603)

No

1b. If Yes, identify the interfund borrowings:

S4. Contingent Revenues

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

No

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

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since budget adoption.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since budget adoption.

Identify capital project cost overruns that have occurred since budget adoption that may impact the general fund budget

District's Contributions and Transfers Standard: -5.0% to +5.0%
or -\$20,000 to +\$20,000

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

DATA ENTRY: Budget Adoption data that exist will be extracted; otherwise, enter data into the first column. Enter data into the second column, except for Current Year Contributions, which are extracted.

Description / Fiscal Year	Budget Adoption (Form 01CS, Item S5A)	First Interim Projected Year Totals	Percent Change	Amount of Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2010-11)	(43,766,070.00)	(43,141,533.00)	-1.4%	(624,537.00)	Met
1st Subsequent Year (2011-12)	(44,768,673.00)	(44,446,213.00)	-0.7%	(322,460.00)	Met
2nd Subsequent Year (2012-13)	(46,011,008.00)	(46,771,852.00)	1.7%	760,844.00	Met
1b. Transfers In, General Fund *					
Current Year (2010-11)	2,758,297.00	2,758,297.00	0.0%	0.00	Met
1st Subsequent Year (2011-12)	2,758,297.00	2,758,297.00	0.0%	0.00	Met
2nd Subsequent Year (2012-13)	2,758,297.00	2,758,297.00	0.0%	0.00	Met
1c. Transfers Out, General Fund *					
Current Year (2010-11)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2011-12)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2012-13)	0.00	0.00	0.0%	0.00	Met

1d. Capital Project Cost Overruns

Have capital project cost overruns occurred since budget adoption that may impact the general fund operational budget?

No

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

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

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

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

Explanation:
(required if NOT met)

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

Explanation:
(required if NOT met)

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

Explanation:
(required if NOT met)

1d. NO - There have been no capital project cost overruns occurring since budget adoption that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payment for the current fiscal year and two subsequent fiscal years.

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

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

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

DATA ENTRY: If Budget Adoption data exist (Form 01CS, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no Budget Adoption data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?
(If No, skip items 1b and 2 and sections S6B and S6C) Yes
- b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since budget adoption? No
2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2010
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases		Funds 01, 12 and 25		758,355
Certificates of Participation		Redevelopment Funds, CFD's		24,740,000
General Obligation Bonds		Tax Collection		58,431,441
Supp Early Retirement Program		General Fund		234,855
State School Building Loans				
Compensated Absences				

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

Type of Commitment	Funding Source	Principal Balance as of July 1, 2010
Energy Commission	General Fund	110,526

Type of Commitment (continued)	Prior Year (2009-10)	Current Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Capital Leases	372,728	229,055	225,733	151,575
Certificates of Participation	1,965,603	2,086,740	2,170,714	2,174,644
General Obligation Bonds	4,612,564	4,712,974	4,806,524	4,899,504
Supp Early Retirement Program	395,277	234,855	0	0
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Type of Commitment	Prior Year (2009-10)	Current Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Energy Commission	110,527	110,526		
Total Annual Payments:	7,456,699	7,374,150	7,202,971	7,225,723
Has total annual payment increased over prior year (2009-10)?		No	No	No

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

DATA ENTRY: Enter an explanation if Yes.

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

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

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

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

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

No

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

Explanation:
(Required if Yes)

S7. Unfunded Liabilities

Identify any changes in estimates for unfunded liabilities since budget adoption, and indicate whether the changes are the result of a new actuarial valuation.

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

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7A) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4, as applicable.

- 1. a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)
- b. If Yes to Item 1a, have there been changes since budget adoption in OPEB liabilities? (If Yes, complete items 2 and 4)
- c. If Yes to Item 1a, have there been changes since budget adoption in OPEB contributions? (If Yes, complete items 3 and 4)

2. OPEB Liabilities	Budget Adoption (Form 01CS, Item S7A)		First Interim
	a. OPEB actuarial accrued liability (AAL)	48,670,245.00	
b. OPEB unfunded actuarial accrued liability (UAAL)	48,670,245.00		48,670,245.00
c. Are AAL and UAAL based on the district's estimate or an actuarial valuation?	Actuarial		Actuarial
d. If based on an actuarial valuation, indicate the date of the OPEB valuation.	Jul 01, 2008		Jul 01, 2008

3. OPEB Contributions	Budget Adoption (Form 01CS, Item S7A)		First Interim
	a. OPEB annual required contribution (ARC) per actuarial valuation or Alternative Measurement Method (may leave blank if valuation is not yet required)		
Current Year (2010-11)	6,329,222.00		6,329,222.00
1st Subsequent Year (2011-12)	6,329,222.00		6,329,222.00
2nd Subsequent Year (2012-13)	6,329,222.00		6,329,222.00
b. OPEB amount contributed (includes premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)			
Current Year (2010-11)	1,464,875.00		1,682,637.00
1st Subsequent Year (2011-12)	1,500,000.00		1,715,000.00
2nd Subsequent Year (2012-13)	1,525,000.00		1,750,000.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)			
Current Year (2010-11)	1,464,875.00		1,682,637.00
1st Subsequent Year (2011-12)	1,500,000.00		1,715,000.00
2nd Subsequent Year (2012-13)	1,525,000.00		1,750,000.00
d. Number of retirees receiving OPEB benefits			
Current Year (2010-11)	289		312
1st Subsequent Year (2011-12)	289		357
2nd Subsequent Year (2012-13)	289		402

4. Comments:

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

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. Budget Adoption data that exist (Form 01CS, Item S7B) will be extracted; otherwise, enter Budget Adoption and First Interim data in items 2-4, as applicable.

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

Yes

b. If Yes to item 1a, have there been changes since budget adoption in self-insurance liabilities? (If Yes, complete items 2 and 4)

Yes

c. If Yes to item 1a, have there been changes since budget adoption in self-insurance contributions? (If Yes, complete items 3 and 4)

Yes

2. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
- b. Unfunded liability for self-insurance programs

	Budget Adoption (Form 01CS, Item S7B)	First Interim
a.	7,400,074.00	8,088,433.00
b.	0.00	0.00

3. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
 - Current Year (2010-11)
 - 1st Subsequent Year (2011-12)
 - 2nd Subsequent Year (2012-13)

	Budget Adoption (Form 01CS, Item S7B)	First Interim
a. Current Year (2010-11)	4,980,000.00	5,980,601.00
a. 1st Subsequent Year (2011-12)	5,086,000.00	5,733,211.00
a. 2nd Subsequent Year (2012-13)	5,214,000.00	5,735,461.00

- b. Amount contributed (funded) for self-insurance programs
 - Current Year (2010-11)
 - 1st Subsequent Year (2011-12)
 - 2nd Subsequent Year (2012-13)

b. Current Year (2010-11)	4,980,000.00	5,980,601.00
b. 1st Subsequent Year (2011-12)	5,086,000.00	5,733,211.00
b. 2nd Subsequent Year (2012-13)	5,214,000.00	5,735,461.00

4. Comments:

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S8. Status of Labor Agreements

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

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

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

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

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

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." If Yes, nothing further is needed for section S8A. If No, enter data, as applicable, in the remainder of section S8A; there are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period

Were all certificated labor negotiations settled as of budget adoption?
If Yes, skip to section S8B.
If No, continue with section S8A.

Yes

Certificated (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2009-10)	Current Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
Number of certificated (non-management) full-time-equivalent (FTE) positions				

1a. Have any salary and benefit negotiations been settled since budget adoption?
If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.
If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.
If No, complete questions 6 and 7.

n/a

1b. Are any salary and benefit negotiations still unsettled?
If Yes, complete questions 6 and 7.

No

Negotiations Settled Since Budget Adoption

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

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

n/a

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date: End Date:

5. Salary settlement:

Current Year (2010-11) 1st Subsequent Year (2011-12) 2nd Subsequent Year (2012-13)

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

--	--	--

One Year Agreement

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

Multiyear Agreement

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

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

Negotiations Not Settled

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

--

7. Amount included for any tentative salary schedule increases

Current Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)

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

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

Current Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)

Certificated (Non-management) Prior Year Settlements Negotiated Since Budget Adoption

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

--

If Yes, amount of new costs included in the interim and MYPs:
If Yes, explain the nature of the new costs:

--

Certificated (Non-management) Step and Column Adjustments

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

Current Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)

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

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

Current Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)

Certificated (Non-management) - Other

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

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

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." If Yes, nothing further is needed for section S8B. If No, enter data, as applicable, in the remainder of section S8B; there are no extractions in this section.

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of budget adoption?
If Yes, skip to section S8C.
If No, continue with section S8B.

No

Classified (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2009-10)	Current Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
Number of classified (non-management) FTE positions	1,433.2	1,443.2	1,443.2	1,443.2

1a. Have any salary and benefit negotiations been settled since budget adoption?

Yes

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.
If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.
If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

No

If Yes, complete questions 6 and 7.

Negotiations Settled Since Budget Adoption

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

Sep 28, 2010

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

Yes
Sep 28, 2010

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

Yes
Sep 28, 2010

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year
(2010-11)

1st Subsequent Year
(2011-12)

2nd Subsequent Year
(2012-13)

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

Yes	Yes	Yes
-----	-----	-----

One Year Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
or

--	--	--

Multiyear Agreement

Total cost of salary settlement

--	--	--

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

--	--	--

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

Negotiations Not Settled

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

7. Amount included for any tentative salary schedule increases

Current Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)

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

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

Current Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)

Classified (Non-management) Prior Year Settlements Negotiated Since Budget Adoption

Are any new costs negotiated since budget adoption for prior year settlements included in the interim?

- If Yes, amount of new costs included in the interim and MYPs
If Yes, explain the nature of the new costs:

--	--	--

Classified (Non-management) Step and Column Adjustments

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

Current Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)

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

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

Current Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)

Classified (Non-management) - Other

List other significant contract changes that have occurred since budget adoption and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

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

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." If Yes or n/a, nothing further is needed for section S8C. If No, enter data, as applicable, in the remainder of section S8C; there are no extractions in this section.

Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period

Were all managerial/confidential labor negotiations settled as of budget adoption?
 If Yes or n/a, skip to S9.
 If No, continue with section S8C.

Management/Supervisor/Confidential Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2009-10)	Current Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
Number of management, supervisor, and confidential FTE positions				

- 1a. Have any salary and benefit negotiations been settled since budget adoption?
 If Yes, complete question 2.
 If No, complete questions 3 and 4.
- 1b. Are any salary and benefit negotiations still unsettled?
 If Yes, complete questions 3 and 4.

Negotiations Settled Since Budget Adoption

2. Salary settlement:

	Current Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?			
Total cost of salary settlement			
Change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

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

	Current Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
4. Amount included for any tentative salary schedule increases			

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

	Current Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
1. Are costs of H&W benefit changes included in the interim and MYPs?			
2. Total cost of H&W benefits			
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

Management/Supervisor/Confidential Step and Column Adjustments

	Current Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
1. Are step & column adjustments included in the budget and MYPs?			
2. Cost of step & column adjustments			
3. Percent change in step and column over prior year			

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

	Current Year (2010-11)	1st Subsequent Year (2011-12)	2nd Subsequent Year (2012-13)
1. Are costs of other benefits included in the interim and MYPs?			
2. Total cost of other benefits			
3. Percent change in cost of other benefits over prior year			

S9. Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

- 1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

- 2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

ADDITIONAL FISCAL INDICATORS

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

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)

A2. Is the system of personnel position control independent from the payroll system?

A3. Is enrollment decreasing in both the prior and current fiscal years?

A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?

A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?

A7. Is the district's financial system independent of the county office system?

A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)

A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

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

Comments:
(optional)

A7. Capistrano is not fiscally independent; warrants and payroll are issued by the Orange County Department of Education.
A9. A new Superintendent started on 7/1/2010.

End of School District First Interim Criteria and Standards Review

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1011-31

RESOLUTION FOR 2010-11 REVENUE AND EXPENDITURE
INCREASES/DECREASES

WHEREAS, the Board of Trustees of Capistrano Unified School District has determined that the increase in income of \$15,914,044 are required for the current fiscal year from sources listed in §42602 of the Education Code of California; and

WHEREAS, the Board of Trustees of Capistrano Unified School District can show just cause for the decrease in expenditures of \$1,424,277; and

NOW, THEREFORE BE IT RESOLVED that pursuant to §42602 of the Education Code of California such increase in funds of \$17,338,321 are to be appropriated according to the following schedule:

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-01		GENERAL FUND	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ -
	8011	Revenue Limit Sources	13,468,894
	8290	Federal Revenue	537,690
	8590	State Revenue	36,343
	8699	Local Revenue	512,058
	8919	Interfund Transfers In	-
		Total Income	\$ 14,554,985
		<u>Expenditure Appropriation</u>	
	1100	Teacher Salaries	\$ (1,327,663)
	2200	Classified Support Salaries	(3,098,938)
	3101	STRS: Certificated	877,484
	4300	Materials & Supplies	(1,800,349)
	5600	Rentals, Leases & Repairs	2,288,002
	6400	Capitalized Furniture & Equipment	68,534
	7223	Outgoing Tuition	80,000
	7350	Indirect Costs	-
	7438	Debt Service	131,999
	9770	Designated for Economic Uncertainties	5,893,709
	9780	Other Designations	11,442,207
		Total Expenditure Appropriation	\$ 14,554,985

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-11		ADULT EDUCATION	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ -
	8011	Revenue Limit Sources	-
	8290	Federal Revenue	56,205
	8590	State Revenue	-
	8699	Local Revenue	-
	8919	Interfund Transfers In	-
		Total Income	\$ 56,205
		<u>Expenditure Appropriation</u>	
	1100	Teacher Salaries	\$ 56,205
	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	-
		Total Expenditure Appropriation	\$ 56,205

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-12		CHILD DEVELOPMENT	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ -
	8011	Revenue Limit Sources	-
	8290	Federal Revenue	-
	8590	State Revenue	(130,965)
	8699	Local Revenue	1,400
	8919	Interfund Transfers In	-
		Total Income	\$ (129,565)
		<u>Expenditure Appropriation</u>	
	1100	Teacher Salaries	\$ (31,071)
	2200	Classified Support Salaries	(88,154)
	3101	STRS: Certificated	(78,818)
	4300	Materials & Supplies	88,620
	5600	Rentals, Leases & Repairs	(21,197)
	7350	Indirect Costs	-
	7438	Debt Service	-
	7619	Interfund Transfers Out	-
	9770	Designated for Economic Uncertainties	-
	9780	Other Designations	1,055
		Total Expenditure Appropriation	\$ (129,565)

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-14		DEFERRED MAINTENANCE	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ -
	8011	Revenue Limit Sources	-
	8290	Federal Revenue	-
	8590	State Revenue	-
	8699	Local Revenue	-
	8919	Interfund Transfers In	-
		Total Income	\$ -
		<u>Expenditure Appropriation</u>	
	1100	Teacher Salaries	\$ -
	2200	Classified Support Salaries	(3,188)
	3101	STRS: Certificated	(2,977)
	4300	Materials & Supplies	(18,835)
	5600	Rentals, Leases & Repairs	25,000
	6400	Capitalized Furniture & Equipment	-
	7619	Interfund Transfers Out	-
	9770	Designated for Economic Uncertainties	-
	9780	Other Designations	-
		Total Expenditure Appropriation	\$ -

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-25		CAPITAL FACILITIES	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ -
	8011	Revenue Limit Sources	-
	8290	Federal Revenue	-
	8590	State Revenue	-
	8699	Local Revenue	-
	8919	Interfund Transfers In	-
		Total Income	\$ -
		<u>Expenditure Appropriation</u>	
	1100	Teacher Salaries	\$ -
	2200	Classified Support Salaries	6,154
	3101	STRS: Certificated	3,305
	4300	Materials & Supplies	(5,000)
	5600	Rentals, Leases & Repairs	(7,459)
	6400	Capitalized Furniture & Equipment	3,000
	7619	Interfund Transfers Out	-
	9770	Designated for Economic Uncertainties	-
	9780	Other Designations	-
		Total Expenditure Appropriation	\$ -

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-40		WORKERS COMPENSATION	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ -
	8011	Revenue Limit Sources	-
	8290	Federal Revenue	-
	8590	State Revenue	-
	8625	Community Redevelopment Funds	545,837
	8919	Interfund Transfers In	-
		Total Income	\$ 545,837
		<u>Expenditure Appropriation</u>	
	1100	Teacher Salaries	\$ -
	2200	Classified Support Salaries	-
	3101	STRS: Certificated	-
	4300	Materials & Supplies	-
	5800	Services & Other Operating Expenses	45,600
	7299	Transfers Out	498,887
	9770	Designated for Economic Uncertainties	-
	9780	Other Designations	1,350
		Total Expenditure Appropriation	\$ 545,837

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-68		HEALTH & WELFARE	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ -
	8011	Revenue Limit Sources	-
	8290	Federal Revenue	-
	8590	State Revenue	-
	8699	Local Revenue	886,582
	8919	Interfund Transfers In	-
		Total Income	\$ 886,582
		<u>Expenditure Appropriation</u>	
	1100	Teacher Salaries	\$ -
	2200	Classified Support Salaries	-
	3101	STRS: Certificated	-
	4300	Materials & Supplies	-
	5800	Services & Other Operating Expenses	886,582
	7619	Interfund Transfers Out	-
	9770	Designated for Economic Uncertainties	-
	9780	Other Designations	-
		Total Expenditure Appropriation	\$ 886,582

<u>District & Fund No.</u>	<u>Code</u>	<u>Account Description</u>	<u>Amount</u>
068-70		PROPERTY & LIABILITY	
		<u>Income Source</u>	
	9799	Reinstatements: Beginning Balance	\$ -
	8011	Revenue Limit Sources	-
	8290	Federal Revenue	-
	8590	State Revenue	-
	8699	Local Revenue	-
	8919	Interfund Transfers In	-
		Total Income	\$ -
		<u>Expenditure Appropriation</u>	
	1100	Teacher Salaries	\$ -
	2200	Classified Support Salaries	(998)
	3101	STRS: Certificated	(701)
	4300	Materials & Supplies	-
	5600	Rentals, Leases & Repairs	1,699
	7619	Interfund Transfers Out	-
	9770	Designated for Economic Uncertainties	-
	9780	Other Designations	-
		Total Expenditure Appropriation	\$ -

APPROVED AND ADOPTED this 7th day of December 2010.

Ayes: _____
 Noes: _____
 Absent: _____

Secretary, Board of Trustees



**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

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of Schools

LYNN APRIL HARTLINE
Deputy Superintendent

JOHN L. NELSON
Associate Superintendent

**ORANGE COUNTY
BOARD OF EDUCATION**

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LONG PHAM, PH.D.

KEN L. WILLIAMS, D.O.

November 1, 2010

To: Assistant Superintendents, Business Services
Directors, Business Services
ROC/Ps

From: Wendy Benkert, Ed.D., Assistant Superintendent
Business Services

Subject: **2010-11 Enacted State Budget & First Interim Advisory**

Since May 2008, County Office Chief Business Officials have been working with various statewide educational organizations to craft common messages and to advise school districts on assumptions for budget and interim reports. The attached advisory provides guidance for the development of school districts' First Interim Reports and multi-year projections and is based upon the 2010-11 Enacted State Budget and subsequent legislation.

If you have any questions or concerns regarding this information, please contact me at (714) 966-4229.

cc: Superintendents
Dari Barzel, Moody's Investors Service
Jean Buckley, Tamalpais Advisors, Inc.
Kevin Hale, Orrick, Herrington & Sutcliffe LLP
Arto Becker, Hawkins, Delafield & Wood LLP
Dawn Vincent, Stone & Youngberg LLC
David Casnocha, Stradling Yocca Carlson & Rauth

Enclosures

2010-11 Enacted State Budget & First Interim Advisory

November 1, 2010

BACKGROUND

Since May 2008, County Office Chief Business Officials have been working with various statewide educational organizations to craft common messages and to advise school districts on assumptions for budget and interim reports. Our goal is to have as consistent a county office message as possible to school districts. This edition provides guidance for the 2010-11 First Interim Report and related multi-year projections (MYPs) and reflects the 2010-11 Enacted State Budget.

SB 870 Chapter 712, statutes of 2010 was signed on October 8, 2010, making this budget the most delayed State budget in California's history. The Governor and Legislature continue to acknowledge that the State is in a serious fiscal crisis. The 2010-11 Enacted State Budget has attempted to partially mitigate this crisis by closing an estimated budget gap of \$19.3 billion. This is accomplished through \$7.8 billion in expenditure reductions, \$5.4 billion in additional federal revenues, \$3.3 billion in revenue-related solutions, and \$2.7 billion in funding shifts. The Enacted State Budget also added solutions which include a \$1.7 billion apportionment deferral to be repaid in 2011-12. The Governor exercised his line-item veto authority to reduce General Fund spending by an additional \$963 million, raising the reserve level from \$375 million to \$1.3 billion. Included in the vetoes are the elimination of the CalWORKs Stage 3 (\$256 million) and the funding for the AB 3632 mandate for mental health services for special education students (\$133 million) which will have a negative impact on school districts. No new taxes are being proposed.

In order to balance the 2010-11 Enacted State Budget, Proposition 98 was suspended per SB 851 Chapter 715, statutes of 2010. The Proposition 98 Guarantee is reduced by \$4.1 billion from the estimated minimum funding level of \$53.8 billion to \$49.7 billion. The \$4.1 billion reduction is added to the Proposition 98 Maintenance Factor. This brings the state Maintenance Factor to approximately \$9.5 billion at the end of 2010-11. However, there is concern about the accuracy of the stated maintenance factor of \$9.5 billion and when the settlement of the maintenance factor will be paid to education.

Even with the suspension of Proposition 98, it is important that we acknowledge that education fared much better in the 2010-11 Enacted State Budget from the Governor's 2010 May Revise. An additional \$2.8 billion has been added to education spending over the May Revise. This budget eliminates the 3.85% revenue limit cut and the negative 0.39% COLA, resulting in approximately 5.17% more revenue limit funding for 2010-11 over the amount for 2009-10. This equates to about \$275 per student. Additionally, \$90 million is provided for current year mandate costs and \$210 million for prior year claims based on an equal per-student basis. There is no supplanting with Federal Jobs Bill funding.

Education is very appreciative of the increased funding for 2010-11. However, there is reason to be extremely cautious with this budget. There are several significant factors that warrant such caution:

- This budget was not based on a robust economic recovery, but is supported by political deals. Some of the assumptions are aggressive and optimistic. For example, \$1.4 billion was added based on the Legislative Analyst's Office's (LAO) more optimistic revenue forecasts; there is \$3.6 billion more in federal funds as a targeted result of re-structuring some State programs in order to generate more federal funds; there are targeted expenditure reductions that have been in past budgets and those reductions were not accomplished such as reducing medical services in prisons. Additionally, one third of the fiscal year has passed and the estimates for expenditure reductions were not adjusted for the new timeframe.

- There are some signs of a U.S. economic recovery, but California lags behind. The economy is the key to financial recovery for the State. Current projections by UCLA's Anderson Forecast suggest that the economy will remain sluggish for the next several years; although some improvement is projected for 2011.
- The ongoing gap between revenues and expenditures has gotten worse with the 2010-11 Budget. There is a greater reliance on one-time revenues.
- Due to the expiration of the temporary sales tax increase in 2011, one-time solutions for 2010-11 and other optimistic budget projections, Moody's, the largest credit rating agency, is projecting a \$12 billion deficit in the 2011-12 budget.
- California's unemployment is 12.4% compared to 9.6% for the US as a whole.
- The State Treasurer released the 2010 Debt Affordability Report which reflects that California continues to have the lowest GO bond rating of any state. These could impact future sales of RANs which could result in more deferrals to education funding.
- 2010 is a major election year. Both Gubernatorial candidates face a challenge in resolving the state fiscal crisis in a relatively short period of time. Both candidates propose restructuring of school funding and educational reform. The current economy can't support these platforms. Huge challenges face the new Governor and new Legislature.
- The new administration will have challenges similar to those faced in 2007-08. That State budget was severely unbalanced and contained overly optimistic revenue projections and expenditure reductions. The result was significant mid-year cuts to education. Even if there are no mid-year reductions in 2010-11, we must remember that education is still receiving 10% less funding in 2010-11 than received in 2007-08 and there is a deficit factor, including lost COLAs, of almost 18%.
- ARRA funds are one-time revenues and must be spent by September 30, 2011. Additionally, the State is no longer impacted by the federal maintenance of effort requirements as of June 30, 2011.
- The Federal Jobs bill provides additional funding, but it provides only one-time revenues and must be spent by September 30, 2012.
- K-3 Class Size Reduction (CSR) flexibility sunsets June 30, 2012. The Tier III flexibility sunsets June 30, 2013 including the provision to reduce the instructional year to 175 days. None of these were addressed in this budget.

2010-11 ENACTED BUDGET

Revenue Limit and COLAs

This budget eliminates the 3.85% revenue limit cut and the negative 0.39% COLA, resulting in approximately 5.17% more revenue limit funding for 2010-11 over the amount for 2009-10.

The 2010-11 Enacted State Budget specifies the deficit factor for revenue limits for 2010-11 as defined in the following table.

	2010-11 Enacted State Budget
Statutory Cost of Living Adjustment (COLA)	(0.39%)
K-12 Deficit	17.963% (0.82037)
County Office Deficit	18.250% (0.81750)

The (0.39%) COLA translates into the following statewide average base revenue limit amount per ADA:

School District Type	2010-11 Statutory COLA (0.39%)
Elementary	(\$24)
High School	(\$29)
Unified	(\$25)

Pursuant to ABX4 3 (Chapter 3/2009/10), all school districts, including basic aid, were required to make a one-time reduction to the 2009-10 revenue limit of \$252.99 per average daily attendance (ADA). This \$252.99 per ADA reduction in 2009-10 was for the \$1.516 billion needed to restore the categorical reductions taken in 2008-09.¹ **This reduction is not continued in 2010-11.**

For 2010-11, the Governor's May Revise proposed an ongoing cut of \$1.5 billion. The Department of Finance (DOF) proposed implementing this cut by applying a 3.85% reduction to each school district's (including basic aid school districts) undeficitated base revenue limit. This equaled approximately \$235 per ADA for elementary districts; \$283 per ADA for high school districts, and \$246 per ADA for unified school districts and would have been an ongoing reduction. The 2010-11 Enacted State Budget did not implement this proposed reduction. This equals an approximate 5.17% change in the funded revenue limit for an average unified school district from 2009-10 to 2010-11.

We recommend that school districts use the School Services of California (SSC) Dartboard (see Attachment A), which was updated based on the 2010-11 Enacted State Budget in the development of the 2010-11 First Interim Report and the related MYPs for 2011-12 and 2012-13. We strongly agree with SSC's Dartboard line entitled, "SSC's Recommended Planning Revenue Limit COLA." This recommendation is to use a 0% COLA for 2011-12 in lieu of the statutory COLA of 1.70%. Therefore, it is essential that school districts budgeting for a 1.70% Statutory COLA in 2011-12 should have a contingency plan in place in the event that the COLA is not funded. There

¹ In order to reduce the Proposition 98 funding level without having to suspend Proposition 98, the Legislature captured \$1.6 billion in categorical funds unallocated, unexpended, or not liquidated in 2008-09. With the exception of High Priority Schools Grant, which is eliminated in 2009-10, \$1.5 billion is restored in 2009-10. Per Section 5 of ABX4 3, apportionments for school districts, county offices, and charter schools are reduced on a one time basis in 2009-10 by an equivalent amount to fund the \$1.5 billion categorical restoration.

is still concern about the COLAs for 2012-13 and beyond. However, the SSC Dartboard is the best data at this time.

As an additional note of caution, school districts should carefully review their revenue limit projections. Due to the deficits and changes in both property taxes and State aid, it is possible that a school district might temporarily shift in or out of basic aid status. Basic aid school districts were also subject to the estimated \$252.99 per ADA one-time reduction from their categorical funding in 2009-10. This amount was deducted from a basic aid school district's State categorical aid in 2009-10, exclusive of Special Education, After School Education and Safety Program (ASES), Quality Education Investment Act (QEIA), and child care and development funding. **This reduction is not continued in 2010-11.**

In recognition of the drop in assessed values and decreases in Statewide property tax projections, the Enacted State Budget does not propose any additional reductions for basic aid school district funding beyond 2010-11. **However, the 2009 Budget Act did include a "fair share" of 5.81% to be implemented in the 2010-11 fiscal year based on the Second Principal Apportionment base revenue limit for 2009-10. Basic aid districts must continue to budget for this reduction in the current year.**

Please note that the reduction, however, cannot violate the California Constitution (Section 6 of Article IX) requirement that the State provide at least \$120 per ADA, or \$2,400 per school agency, whichever is greater (Education Code Section 41975). Thus this creates in essence a floor in which a basic aid school district would always be left with at least the \$120/\$2,400 constitutionally protected funding under this calculation and would not have to lose additional funding once that level is reached.

Special Education

Special Education AB 602 funding has a 0% COLA for 2010-11. Growth is funded at \$465.44 per ADA.

The AB 602 Special Disabilities Adjustment (SDA) appropriation was included in the 2009-10 Budget, but the necessary statutory language to provide the authority to calculate and disburse the funds was not included in the budget trailer bill. CDE had apportioned these 2009-10 funds and then recaptured the funds pending authorization by the Legislature to disburse said funds. On September 27, 2010, AB 184 (Chapter 403/2010) was signed by the Governor as an urgency statute and therefore became effective immediately. AB 184 authorizes the SDA for both 2009-10 and 2010-11. The 2010-11 SDA appropriation was also included in the 2010-11 Enacted State Budget. The SDA does sunset on January 1, 2012 and becomes inapplicable on July 1, 2011. The intent of the Legislature was to authorize the SDA funding only through 2010-11 and to review the SDA funding beyond 2010-11 in a future Legislative session. It is recommended that school districts not budget for the SDA funding beyond 2010-11. School districts should discuss this with their SELPA and develop strategies for this loss of funding in their MYPs.

Another special education issue of critical importance is the veto of AB 3632 (Chapter 1747/1984) funding of \$133 million. This legislation mandated county mental health agencies to provide services to children with disabilities and the funding was provided through county offices of education to county mental health agencies. On October 8, 2010, Governor Schwarzenegger used his line item veto authority to eliminate \$133 million for mental health services for special education students. In doing so, the Governor stated that the state mandate requiring county mental health agencies to provide mental health services to special education students (AB 3632, Ch. 1747, Stats.1984; Ch. 654, Stats.1996) is suspended. This action is likely to undergo legal challenges given that the law itself has not been repealed. Moreover, federal law (the individuals with Disabilities Education Act) requires that mental health services be provided to special education students who need such services. **This could mean that counties may no longer be responsible for providing these mental health services, and the responsibility may fall back on school districts as the "payer of last resort for services specified in a student's Individualized Education Program (IEP). The timing or the manner in which this sweeping change may occur is unknown. Please be aware that this action is likely to have a significant impact on**

special education students with mental health needs.” School districts should discuss this with their SELPA and fiscally plan for this action.

LATE BREAKING NEWS: On October 29, 2010, State Superintendent of Public Instruction Jack O’Connell announced that the California Department of Education (CDE) will continue to allocate \$76 million in available federal funds to maintain essential mental health services for students with severe disabilities despite Governor Schwarzenegger’s unilateral suspension of mental health services for students and his line-item veto of \$133 million in the general fund for services provided by county mental health offices. **There are still many unanswered questions about the distribution of these funds. More information will be forthcoming in the next few weeks. School districts need to work with their SELPA on resolutions.**

State Fiscal Stabilization Funds (SFSF)

K-12 schools are entitled to \$3.1 billion under the SFSF, with \$2.9 billion already received and currently distributed to K-12 education for a total Phase I allocation of \$2.9 billion (approximately \$500 per student).

The last 10% of the SFSF funds was received by California. The CDE expects to determine the final per ADA allocation around December, 2010 and apportion the funds in late January 2011. The allocation is estimated to be around \$40 to \$50 per ADA.

School districts should not budget the remaining additional SFSF allocations until CDE notifies school districts of the actual cash apportionment to be received.

Also note that the federal government plans to audit ARRA expenditures. It is not known at this time, which school districts or COEs will be audited. As such, all should prepare for an audit by maintaining adequate records and documenting decisions made for the use of the ARRA funds.

Please note that all ARRA funds must be expended by September 30, 2011. Therefore, no ARRA funds can be included as a beginning balance or as revenue for 2012-13.

Federal Jobs Funding

On August 10, 2010, the House of Representatives (H.R.) 1586 was passed. The Federal Education Jobs Fund program, a component of the Education Jobs and Medicaid Assistance Act of 2010 (PL 111-226), provides \$1.2 billion to California to be used to save or create kindergarten through grade twelve (K-12) jobs for the 2010-11 school year. Jobs funded under this program include those that provide educational and related services for early childhood, elementary and secondary education.

The California Department of Education (CDE) has posted preliminary calculations on how much local educational agencies would receive under the federal Education Jobs Fund at <http://www.cde.ca.gov/fg/aa/ca/edjobsfund.asp>.

The preliminary entitlements are based on the funding formula provided in Senate Bill (SB) 847, Chapter 220/2010. Pursuant to SB 847, local educational agency (LEA) entitlements will be based on each LEA’s proportionate share of revenue limit and charter school general purpose funding in 2010-11 as determined at the Second Principal Apportionment. Preliminary entitlements were calculated using 2009-10 Second Principal Apportionment data. An LEA may receive an allocation equal to 90 percent of its preliminary entitlement. These entitlements will be adjusted after the 2010-11 Second Principal Apportionment is calculated in June 2011. Preliminary entitlements for charter schools that began operation in the 2010-11 fiscal year will be calculated after the report of actual attendance for the first 20 school days is submitted to the CDE.

LEAs that have applied for a State Fiscal Stabilization Fund (SFSF) grant will automatically be eligible for an Education Jobs Fund grant and need not submit a separate application. LEAs that have not applied for a SFSF grant (including new direct funded charter schools or charter schools that have changed their

fund type from local to direct since 2008-09) can apply for Education Jobs Funds by completing the SFSP application.

Some key provisions of the Federal Jobs Funding are:

- The funds are one-time only and should be used for one-time expenditures.
- The funding may be used to support educational programs and related services for early childhood, elementary, and secondary education.
- Specifically, the funding is to go toward salaries and benefits and other expenses associated with rehiring staff, retaining existing employees, and hiring new staff to provide school level educational related services.
- The funding cannot be used for general administrative expenditures, outside contractors, equipment, utilities, renovations, transportation and other like expenditures.
- Funds may not be spent for expenditures prior to August 10, 2010.
- All funds must be spent by September 30, 2012.
- These funds are subject to reporting and audit requirements. It is critical to keep documentation including decisions made for the use of these funds.
- The CDE has assigned Resource Code 3205 to this program.

For more information about the Education Jobs Fund program, go to:

<http://www.cde.ca.gov/ar/ej/index.asp> or www.sscal.com.

For a webcast on the Federal Funding for Education Jobs, go to:

<http://www4.scoe.net/ims/webcasts/cf/index.cfm?fuseaction=archivedDetail&eventID=115>

Quality Education Investment Act of 2006 (QEIA)

The 2010-11 Enacted State Budget provides \$420 million in funding outside of Proposition 98 for QEIA for 2010-11. This funding is from one-time sources. Therefore, for 2011-12 and every year beyond, additional sources of funds will need to be identified in order to continue QEIA at its current funding commitment. QEIA is also extended one more year to 2014-15 to fully meet the State's obligation for QEIA.

K-3 Class Size Reduction

Previously, K-3 Class Size Reduction (CSR) funding was based on grade levels included in the school district's application. ABX4 2 caps the funding for eligible K-3 CSR at the total number of classes rather than grade levels on the application as of January 31, 2009. Local educational agencies (LEAs) may claim an Option One (full-day) class in lieu of an Option Two (half-day) class. The districtwide cap is calculated based on the total number of Option One and Option Two classes, making no distinction in type. **In other words, LEAs may choose to have an Option One class in place of a previous Option Two class.**

The Enacted State Budget has not proposed any additional flexibility for CSR for 2010-11. School districts will receive \$1,071 per pupil for a full day and \$535 per pupil for a half day with the elimination of the (0.38%) COLA. The penalties are still in place through 2011-12 as follows:

CSR Graduated Penalties	
Class Size	2008-09 to 2011-12
Up to 20.44	No penalty
20.45 to 21.44	5% penalty
21.45 to 22.44	10% penalty
22.45 to 22.94	15% penalty
22.95 to 24.94	20% penalty
24.95 or more	30% penalty

School districts must note that the education code provides for maximum class size limits as follows.

- Kindergarten: Average of 31:1, with no class exceeding 33
- Grades 1-3: Average of 30:1, with no class exceeding 32
- Grades 4-8: Average of 29.9:1 or the school district's average number of pupils per teacher in 1964, whichever is greater.

The following SSC website lists the 1964 average class size data for all school districts:
<http://sscal.com/download.cfm?id=12>

If a school district exceeds these limits, there will be a loss of the revenue limit funding for every student over these limits. Waivers may be available. Please let our office know if your district plans on applying to the State Board of Education for a class size waiver.

The 2010-11 Enacted State Budget has added CSR to the continuous appropriations language for 2010-11 only. Therefore, any funding required for CSR will be made for 2010-11 without any further legislative action.

Note that the CSR flexibility ends as of June 30, 2012, one year earlier than the Tier III flexibility. This is a different sunset date than the Tier III categorical program flexibility which ends on June 30, 2013. For the 2012-13 fiscal year, school districts must return to 20:1 class sizes in order to receive the incentive funding. Also, remember that if a school district currently participates in CSR and then elects to withdraw from the program, they are not eligible to re-enter the CSR program.

Transportation

Home to School Transportation and Special Education Transportation funding was reduced by 19.84% in 2009-10 based on the 2007-08 funding level. **For 2010-11, the negative COLA adjustment of (0.38%) is eliminated and therefore, the funded COLA is 0%. In other words, the funding for 2010-11 remains the same as 2009-10.**

Child Care

The Governor's May Revise had proposed cutting more than \$1.2 billion in general fund support from the state's child care programs. The 2010-11 Enacted State Budget does not propose elimination of any child care programs and thus the Governor's decision was not upheld by the Legislature. **(Therefore, the number of state funded child care slots will be the same number in 2010-11 as funded in 2009-10.)**

While the Enacted Budget did not eliminate child care programs, there were some changes:

- Caps funding for alternative payment program provider child care placements at 80% of the 2005 Regional Market Rate, an 11% reduction from the 90% cap in place prior to 2010-11.
- Reduces the administrative cost limit from 19% to 17.5% for alternative payment provider contracts.
- Limits center-based reserves to 5% of the contract amount, and requires that in 2010-11 reserves in excess of this limit be first expended for services to families and credited toward meeting the 2010-11 contract service requirements.
- Reduces support for Local Planning Councils by 50%, for a savings of \$3.3 million.

The new cap on provider rates is effective November 1 and the reduced administrative cost percentage is effective as of October 1.

In addition to the changes enacted by the Legislature, **the Governor vetoed \$256 million of child care funding to eliminate state support for CalWORKS Stage 3 child care services. Stage 3 child care services were supposed to end on October 31. However, the Governor's veto was challenged in**

court and the Superior Court of California has ordered that CalWORKS Stage 3 Child Care services be continued until November 5.

The CDE Child Development Division has issued a series of Management Bulletins that provide detailed information about the implementation of the Governor's stage 3 veto and the other changes enacted with this budget that were described above. CDE Management Bulletins can be found at <http://www.cde.ca.gov/sp/cd/ci/allmbs.asp>.

The 2010-11 Enacted State Budget does include a reduction for license-exempt child care programs. New rate information will be forthcoming from the state.

Instructional Materials

ABX4 2 extends the suspension of the Instructional Materials requirement from 2009-10 through 2012-13 and postpones the State Board of Education's adoption cycle for an equivalent time-frame. **Therefore, school districts will not be required to purchase materials under the adoption schedule for 2009-10 through 2012-13. However, if new adoption materials are purchased, they must be made available to all pupils for whom they are intended and must be approved standards aligned materials. Please note that school districts must annually hold a public hearing and adopt a resolution certifying sufficiency of textbooks per EC 60119 as in previous years.**

Lottery

Please note that Lottery funding will be calculated in the same manner as prior years, with the exception that through 2012-13, the following programs will be funded based on 2007-08 ADA rather than the prior year ADA.

- Adult Education
- Regional Occupational Center and Programs (ROC/P)

On April 8, 2010, the Legislature passed AB142 (Chapter 13 / 2010) which requires that not less than 37% of the total annual revenues from the sale of lottery tickets to be distributed to education. The Lottery Commission projects sales of \$3.5 billion in 2010-11 of which \$1.1 billion will go to education.

The current projection for 2010-11 is \$112.50 per ADA (unrestricted) and \$17.50 per ADA (Prop. 20).

Property Taxes

The initial 2010-11 secured tax levy for your school district is available at the County Auditor-Controller's web site: <http://www.ttc.ocgov.com/acledger/index.asp>. As is normal at this time of the year, the tax charge for supplemental property tax (only applicable to revenue limit districts) does not reflect a complete year. However, total supplemental taxes are estimated to be similar to what was apportioned in 2009-10. Not included at this time are your district's shares of the homeowners' exemption subvention and the state assessed property roll.

Interest Yield Projections

The current interest yield projection for fiscal year 2010-11 is 1.2%. These projections are provided by the Orange County Treasurer and are based on the current yield environment taking into account any possible action from the Federal Open Market Committee. This information is updated throughout the year in the Orange County Treasurer's Monthly Management Reports.

BASIC AID FAIR SHARE BUDGET REDUCTIONS

Section 37 of ABX4 2 reduces categorical funding for basic aid school districts in 2010-11 by the amount that is proportionate to the revenue limit reduction implemented for non-basic aid school districts. The amount of categorical reduction is equal to the basic aid school district's 2009-10 fiscal year total base revenue limit subject to the deficit factor, calculated as of the 2009-10 fiscal year certified second principal apportionment, multiplied by 5.81 percent. This amount shall be deducted from a basic aid school district's State categorical aid in 2010-11, exclusive of Special Education, After School Education and Safety Program, QEIA, and CCDF. The deduction can not violate the California Constitution (Section 6 of Article IX) requirement that the State provide at least \$120 per ADA, or \$2,400 per school agency, whichever is greater (E.C. 41975).

2010-11 categorical funds are not subject to the continuous appropriation. Thus the timing of when the State will recover fair share funds from basic aid school districts is not known until categorical funds are appropriated. However, the CDE will take funds at the earliest possible opportunity. When preparing cash flows, assume funding from the state will not be distributed until the 5.81% fair share amount has been recovered.

The 2010-11 Enacted State Budget does not mention additional fair share reductions for basic aid school districts beyond 2010-11 (or additional reductions in 2010-11 to be taken in 2011-12).

CATEGORICAL FLEXIBILITY

ABX4 2, Education Code Section, 42605, paragraph (c) (2) and (3) requires an annual public hearing on the proposed use of funds for the Tier III Categorical Programs. Paragraph 2 was amended to read,

*(2) As a condition of receipt of funds, the governing board of the school district or board of the county office of education, as appropriate, at a regularly scheduled open public hearing shall take testimony from the public, discuss, approve or disapprove the proposed use of funding, and make **explicit** for each of the budget items in paragraph (2) of subdivision (a) the purpose for which the funds will be used.*

The term "explicit" has now been added to the code, but is not defined in code! Attachment D is an analysis of this categorical flexibility public hearing requirement. **We recommend that school districts review the board agenda and minutes from their public hearing to ensure compliance with the new language. It is also strongly suggested that each school district immediately request that their independent auditor review the Board agenda and minutes to ensure compliance with the audit guide and the education code requirements.**

For 2010-11, categorical flexibility remains as currently enacted with no additional expansion or flexibility at this time. The negative COLA adjustment of (0.38%) was not enacted and therefore, a 0% COLA is applied to all State categorical programs including Special Education. Tier III flexibility continues through 2012-13.

Please note that school districts had until June 30, 2010, the ability to sweep restricted ending balances as of June 30, 2008. These include balances from Adult Education, Deferred Maintenance, Pupil Transportation Equipment, California High School Exit Exam (CAHSEE), Targeted Instructional Improvement Block Grant, and Instructional Materials. If the school district did not sweep these restricted program balances by June 30, 2010, the remaining funds must be expended in accordance with the original program requirement if not automatically unrestricted. As of 2010-11, the SACS software no longer provides resource codes for these programs. If a school district did not sweep these balances by June 30, 2010, locally restricted resource codes must be used.

AS A REMINDER:

The Enacted 2009-10 California State Budget and SBX3 4, Chapter 12, Statutes of 2009 authorized school districts to use funding received from the State for Tier III programs, for any educational purpose, to the extent permitted by federal law. The flexibility to use funds from these programs is authorized for five years from 2008-09 through 2012-13 by Education Code 42605.

School districts also need to watch for any legislation that could change the programs in the Tier III flexibility category.

Although fiscal year 2012-13 is some years off, school districts need to continually be aware of this sunset date and its impact, particularly if these funds are being utilized to mitigate any unrestricted general fund structural deficit. The Legislature has yet to comment on the use of these funds beyond the sunset date of June 30, 2013.

MANDATED COSTS

For several years, the Governor and Legislature has deferred funding of the mandated costs obligations. As a result the California School Boards Association (CSBA) and a coalition of school districts filed suit against the State in order to force the funding of the mandate or its elimination. In December 2008, the Superior Court in San Diego County ruled in favor of CSBA and the school districts. The State has filed an appeal and therefore deferrals could continue pending a decision by the Court of Appeals. A ruling on this appeal could take up to 18 months.

The 2010-11 Enacted State Budget provides only \$300 million in one-time funds for reimbursement of mandated costs. \$90 million is targeted for 2010-11 claims and \$210 million is targeted for partial payment of the oldest prior-year claims and will be allocated on an equal amount per ADA. Additionally, provisions in the 2010-11 Enacted State Budget dismiss the mandated cost reimbursement requirement associated with two mandates.

- Behavioral Intervention Plans (BIP) – BIP language states that, if activities are state reimbursable mandates then state funding provided for purposes of special education in the annual Budget Act shall first be used to directly offset any mandate costs.
- Science Graduation Requirements (SGR) – SGR language states costs related to the salaries and benefits of teachers incurred by a school district shall be offset by the amount of state funding apportioned to the district in the annual Budget Act.

It is likely that litigation will be filed regarding the elimination of these two mandates. **In addition, nine other mandates are suspended for 2010-11 and no state funding will be provided for any services for these programs.** They are:

- Removal of Chemicals
- Pupil Residency Verification and Appeals
- School Bus Safety I and II
- Physical Education Reports
- Scoliosis Screening
- Health Benefits for Survivors of Peace Officers and Firefighters
- Law Enforcement Sexual Harassment Training
- County Treasury Withdrawals
- Grand Jury Proceedings

With the enactment of these suspensions, the services for the mandates do not have to legally be provided by school districts.

At this time it is recommended that school districts budget mandated cost revenues on a cash basis.

Also note that the payback of the Special Education mandate equaling \$4.51 per 1999/2000 P-2 ADA expires as of June 30, 2011. Revenue must not be budgeted beyond this date.

AB 851

AB 851, Chapter 374 signed by the Governor on October 11, 2009, makes adjustments to school district base revenue limits beginning with the 2010-11 fiscal year.

Beginning in 2010-11, the revenue limit add-ons for meals for the needy pupils and incentives to increase beginning teacher salaries will be converted to a combined per ADA amount using 2007-08 as the base year, with cost of living increases added for 2008-09 and 2009-10.

The adjustment to the meals for the needy pupils was intended to be revenue neutral. However, there are winners and losers based on increases or decreases to case loads for these programs. Clean up legislation is required to ensure it is revenue neutral. AB 2366 was intended to partially fix the issue, but the bill did not make it through the legislative session.

CASH MANAGEMENT

Intra-Year Apportionment Deferrals

In addition to the deferrals that were enacted in 2009-10, ABX8 14 allows the State of California to defer up to \$2.5 billion dollars at three specific times within the 2010-11 fiscal year that must be repaid in full by April 29, 2011. On March 30, 2010, pursuant to Government Code section 16326(a), the Controller, Treasurer, and Director of Finance specified a plan, which was revised on August 23, 2010, to defer the following payments:

- July 2010 payments will be deferred for 60 days, in the amount of \$2.5 billion. The entire \$1.5 billion July advance principal apportionment payment will be deferred as a part of this \$2.5 billion along with approximately \$1 billion of the prior year deferrals from February and June 2010.
- The September 2010 payment will be deferred to December 2010 as a part of this \$2.5 billion.
- The March 2011 payment will be deferred and paid on April 29, 2011, in the amount of \$2.5 billion.

ABX8 14 also gives the State Controller, State Treasurer, and Director of Finance the authority to shift the three deferrals to the prior month or delay until the subsequent month. Any authorized change would require a 30-day legislative notification.

Additional Apportionment Deferrals

As part of the 2010-11 State Budget deal, AB 1624 and AB 1610 authorized additional deferrals for K-12 Education. AB 1624 defers up to \$3.2 billion from October 2010 to November 15, 2010. However, the State was able to obtain bridge financing, so this planned deferral did not take place. AB 1610 defers an additional \$420 million from April 2011 to July 2011, \$800 million from May 2011 to July 2011, and \$500 million from June 2011 to July 2011. Please refer to the tables below for a complete list of 2010-11 deferrals. Note that approximately \$7.1 billion in payments are being delayed from one fiscal year to the next. Please refer to Attachment E for a graphic illustration of the apportionment deferrals.

K-12 Deferral Amount	2010-11 Timeframe
\$2.5 Billion ²	July 2010 to September 2010
\$2.5 Billion	September 2010 to December 2010
\$2.6 Billion	February 2011 to July 2011
Up to \$2.5 Billion	March 2011 to April 29, 2011
\$420 Million	April 2011 to July 2011
\$679 Million	April 2011 to August 2011
\$800 Million	May 2011 to July 2011
\$1.0 Billion	May 2011 to August 2011
\$1.6 Billion ³	June 2011 to July 2011
Total: \$14.6 Billion (\$7.1 Billion across fiscal years)	

Also note that changes in property valuations can significantly affect cash flow. Also, the change in status from a Revenue Limit school district to a Basic Aid school district will impact the receipt of cash from monthly to primarily December and April.

Apportionment Schedules

In addition to deferrals, SBX4 16 has significantly changed the schedule for the principal apportionment and the special purpose apportionment and added a schedule for Education Code (EC) Section 42605 budget items (Tier III Categorical Programs). The following tables outline the principal apportionment schedules referenced in Education Code Section 14041 (note that a negative amount includes funds being deferred to a different timeframe, a positive amount shows funds being restored from a prior deferral). SBX4 16 Section 3 also specifies an apportionment schedule for EC 42605 budget items (Tier III Categorical Programs). In light of the reduced and deferred apportionments and change in timing of distribution of funds from the State, a great deal of emphasis must be placed on cash flow analysis and monitoring. **Please feel free to contact our office for assistance with cash borrowing options.**

The first apportionment table outlines the apportionment schedule for school districts and county offices per Education Code Section 14041(a)(1)(2)(3)(4).

² This includes approximately \$1 billion of the 2009-10 P-2 payment, which was paid in September 2010.

³ 100% of the June P-2 Principal Apportionment is deferred to July (estimated to be \$1.6 billion).

2010-11 Principal Apportionment Monthly Payment Schedule					
Education Code Section 14041(a)(1)(2)(3)(4)					
Month		SBX4 -16 Monthly Payment Schedule	Monthly Payment Schedule with Deferrals**	Monthly % Shortfall/ Excess	Cumulative % Shortfall/ Excess
July	*	5.00%	0.00%	-5.00%	-5.00%
August	*	5.00%	5.00%	0.00%	-5.00%
September	*	9.00%	5.00%	-4.00%	-9.00%
October		9.00%	9.00%	0.00%	-9.00%
November		9.00%	9.00%	0.00%	-9.00%
December		9.00%	18.00%	9.00%	0.00%
January		9.00%	9.00%	0.00%	0.00%
February	***	9.00%	1.00%	-8.00%	-8.00%
March		9.00%	0.00%	-9.00%	-17.00%
April	***	9.00%	13.60%	4.60%	-12.40%
May	***	9.00%	1.90%	-7.10%	-19.50%
June		9.00%	0.00%	-9.00%	-28.50%
Subsequent Year					
July			21.90%		-6.60%
August			6.60%		0.00%
* Does not include prior year deferrals					
**Includes intrayear deferrals					
***Percentages are estimated based on the statewide 2010-11 Recertified Advance Apportionment.					

Per Education Code Section 14041(a)(7), the following apportionment table is for school districts that reported less than 5,000 units of average daily attendance in the 1979-80 fiscal year and that received 39 percent or more, but less than 75 percent, of their total revenue limits from local property taxes in that fiscal year.

2010-11 Principal Apportionment Monthly Payment Schedule					
Education Code Section 14041(a)(7)					
Month		SBX4 -16 Monthly Payment Schedule	Monthly Payment Schedule with Deferrals**	Monthly % Shortfall/ Excess	Cumulative % Shortfall/ Excess
July	*	15.00%	0.00%	-15.00%	-15.00%
August	*	15.00%	15.00%	0.00%	-15.00%
September	*	15.00%	15.48%	0.48%	-14.52%
October		15.00%	15.00%	0.00%	-14.52%
November		0.00%	0.00%	0.00%	-14.52%
December		0.00%	14.52%	14.52%	0.00%
January		6.00%	6.00%	0.00%	0.00%
February	***	6.80%	0.80%	-6.00%	-6.00%
March		6.80%	0.00%	-6.80%	-12.80%
April	***	6.80%	10.30%	3.50%	-9.30%
May	***	6.80%	1.40%	-5.40%	-14.71%
June		6.80%	0.00%	-6.80%	-21.51%
Subsequent Year					
July			16.47%		-5.04%
August			5.04%		0.00%
* Does not include prior year deferrals					
**Includes intrayear deferrals					
***Percentages are estimated based on statewide 2009-10 P-1 figures.					

Per Education Code Section 14041(a)(8), the following apportionment table is for school districts which reported less than 5,000 units of average daily attendance in the 1979-80 fiscal year and which received 75 percent or more of their total revenue limits from local property taxes in that fiscal year.

2010-11 Principal Apportionment Monthly Payment Schedule					
Education Code Section 14041(a)(8)					
Month		SBX4 -16 Monthly Payment Schedule	Monthly Payment Schedule with Deferrals**	Monthly % Shortfall/ Excess	Cumulative % Shortfall/ Excess
July	*	15.00%	0.00%	-15.00%	-15.00%
August	*	30.00%	30.00%	0.00%	-15.00%
September	*	30.00%	15.95%	-14.05%	-29.05%
October		15.00%	15.00%	0.00%	-29.05%
November		0.00%	0.00%	0.00%	-29.05%
December		0.00%	29.05%	29.05%	0.00%
January		6.00%	6.00%	0.00%	0.00%
February	***	0.00%	0.00%	0.00%	0.00%
March		0.00%	0.00%	0.00%	0.00%
April	***	0.00%	0.00%	0.00%	0.00%
May	***	0.00%	0.00%	0.00%	0.00%
June		4.00%	0.00%	-4.00%	-4.00%
Subsequent Year					
July			4.00%		0.00%
August			0.00%		0.00%
* Does not include prior year deferrals					
**Includes intrayear deferrals					
***Percentages are estimated based on statewide 2009-10 P-1 figures.					

We have always stressed the importance of maintaining appropriate reserves. **These cash management challenges make it even more imperative that we consider reserve levels greater than the minimums required within the State's Criteria and Standards.** Reserves are especially critical in order to meet cash flow needs that guarantee the ability to adequately meet payrolls and other obligations.

RESERVE FOR ECONOMIC UNCERTAINTIES

The revised 2009-10 Enacted Budget lowered the minimum reserve requirement levels for economic uncertainties to 1/3 the percentage level adopted by the State Board as of May 1, 2009. However, school districts are required to make progress in the 2010-11 fiscal year to return to compliance with the specified standards and criteria adopted by the State Board. ABX4 2 also restores the requirement for the 2011-12 fiscal year to the percentage adopted by the State Board as of May 1, 2009. **We believe that the percentages established in the Criteria and Standards for reserves prior to the current Enacted Budget are the BARE MINIMUM.** Moreover, once the minimum reserve levels are reduced, it would take budget reductions of twice the amount of the lowered reserve levels to fully restore the reserve by 2011-12. With the continued deferral of apportionments, it is more critical than ever to maintain higher levels of reserves for cash flow purposes.

County offices of education (COEs) and basic aid school districts are advised to maintain reserves much greater than the State required minimum because they do not have the prior year ADA protection provided to school districts under Education Code 42238.5, whereby revenue limit funding is based on ADA for either the current or prior fiscal year, whichever is greater.

NEGOTIATIONS

When considering a multi-year contract, school districts need to be very flexible and have appropriate contingency language, such as basing compensation increases on “funded COLA” or “effective COLA”. Also recognize that there may be different COLAs and deficits for revenue limits versus categorical programs and this should be considered during negotiations.

It is also important to note that the 2010-11 Enacted State Budget provides more funding but the funding may not continue beyond 2010-11. School districts need to consider this as they negotiate changes to collective bargaining agreements. We suggest school districts be conservative in the timing of negotiations and wait until at least after the Governor’s January 2011 Budget.

NEW AB 1200 PROVISIONS

A new AB 1200 provision was in effect for fiscal year 2009-10 only. The Education Budget Trailer Bill ABX4 2 (Chapter 2/2009) specifies that COEs do not have the authority to assign a qualified certification *if* the problem in the third year is substantially due to the loss of ARRA funds.

This was intended to limit the COE authority. **This is no longer in effect for the review of the 2010-11 school district interim reports.** This provision was not continued and does not apply to the Federal Education Jobs Bill.

SUMMARY

We recognize that these are extraordinary economic times and it is difficult to gauge the future. School district budgets should be managed with a great degree of conservatism over the next few years. In these times of great economic and budgetary uncertainty, school districts need reserves that are much greater than the minimum.

Our concern is how we balance the cautions above with the reality of an average of a 5.17% revenue limit increase. The effective 5.17% is current statute and can be included in district budgets for the 2010-11 First Interim Report and Related MYPs. However, this increase may not be sustainable and therefore, we suggest caution with the timing of expenditure of these funds. We suggest plans be developed, but recommend expenditures be delayed until at least the January 2011 Governor’s Proposed Budget or even until the May 2011 Revise. It is recommended that school districts continue to be conservative and focus on a multi-year strategy when recommending decisions and obtaining agreements. Attention should be focused on the MYPs for 2011-12, 2012-13 and beyond.

We suggest that school districts closely review the State Board of Education Adopted Criteria and Standards as well as the FCMAT Predictors of Schools Needing Intervention (Attachment B) during the preparation of the First Interim Report. Consistent with past practices, Attachment C is provided as sample language that can be used by your School Board to indicate commitment for budget reductions for the out years of the multi-year projections.

Education Code Section 42127(i)(4) states:

“Not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act.”

As the budget was signed on October 8, 2010, the final date is November 22, 2010. We recognize that the 45 day period is very close to the First Interim Report Period. It is suggested that school districts make formal budget adjustments with the First Interim Report. School districts can meet the education code requirements by providing summary information to their Boards with budget adjustments to be incorporated with the 2010-11 First Interim Report.

We understand how difficult it is for school districts to deal with the increased pressures, significantly reduced funding, apportionment deferrals, and the uncertainty associated with a volatile economy. It is important that school districts be proactive through developing contingency plans that allow the most flexibility possible.

2010 SSC School District and County Office Financial Projection Dashboard School Finance and Management Conference Version (October 11, 2010)

This version of SSC's Financial Projection Dashboard is based on the Adopted 2010-11 State Budget. We have updated the COLA, CPI, and ten-year T-bill factors per the latest economic forecasts. We rely on various state agencies and outside sources in developing these factors, but we assume responsibility for them with the understanding that they are, at best, general guidelines.

Factor	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15
Statutory COLA (applies to K-12 and COE Revenue Limits)	4.25%	-0.39%	1.70%	1.90%	2.00%	2.40%
K-12 Revenue Limit Deficit %	18.355%	17.963%	17.963%	17.963%	17.963%	17.963%
COE Revenue Limit Deficits %	18.621%	18.250%	18.250%	18.250%	18.250%	18.250%
Other Revenue Limit Adjustments	-\$252.99 ¹ per ADA	N/A	N/A	N/A	N/A	N/A
Net Revenue Limit Change: K-12 COEs	-12.07% -12.37%	5.17% 5.17%	1.70% 1.70%	1.90% 1.90%	2.00% 2.00%	2.40% 2.40%
SSC's Recommended Planning Revenue Limit COLA	N/A	N/A	0.00%	1.90%	2.00%	2.40%
Special Education COLA (on state and local share only)	0.00%	0.00%	0.00%	1.90%	2.00%	2.40%
State Categorical Funding (including adult education and ROC/P)						
Tier I	0.00%	0.00%	0.00%	1.90%	2.00%	2.40%
Tier II	-4.46%	-0.00%	0.00%	1.90%	2.00%	2.40%
Tier III	-4.46%	-0.00%	0.00%	1.90%	2.00%	2.40%
California CPI	0.70%	1.20%	1.80%	2.10%	2.40%	2.70%
California Lottery						
Base	\$110.25	\$112.50	\$111.00	\$110.00	\$108.75	\$108.75
Proposition 20	\$15.50	\$17.50	\$17.50	\$17.20	\$17.20	\$17.20
Interest Rate for Ten-Year Treasuries	3.50%	2.80%	3.40%	3.70%	3.90%	4.10%

ESTIMATED STATEWIDE AVERAGE BASE REVENUE LIMITS PER ADA "UNDEFICITED"

Year	Elementary	High School	Unified
2009-10 Statewide Average (est.)	\$6,132	\$7,369	\$6,411
2010-11 Inflation Increase @ -0.39% COLA	-\$24	-\$29	-\$25
2010-11 Statewide Average (est.)	\$6,108	\$7,340	\$6,386

2010-11 BUDGET ACT ESTIMATED CHARTER SCHOOL RATES

	K-3	4-6	7-8	9-12
General Purpose Block Grant (will change at each apportionment)	\$5,054	\$5,128	\$5,278	\$6,142
Categorical Block Grant (est.) ²	\$400	\$400	\$400	\$400
Total	\$5,454	\$5,528	\$5,678	\$6,542

¹ The 2009 Budget Revision did not include the 11.428% deficit for 2008-09, which was proposed in the May Revision. Instead, the Budget Revision required school districts, COEs, and charter schools to reduce revenue limits by \$252.99 per ADA on a one-time basis in 2009-10.

² The Charter School Categorical Block Grant rates do not include Economic Impact Aid funding, which is provided separately. For charter schools that began operation in or after 2008-09, there is an additional \$159 per ADA supplemental categorical block grant.

FCMAT Predictors of School Agencies Needing Intervention

The following 11 conditions represent those school agency problems most commonly encountered by the Fiscal Crisis and Management Assistance Team (FCMAT). The presence of any one condition is not necessarily an indication of a school agency in trouble. Unavoidable short-term situations such as key administrative vacancies can result in brief and acceptable periods of exposure to one or more of the following conditions. Exceeding acceptable limits of exposure in one or more of the following conditions is often the blueprint for districts nearing or presently in a crisis situation.

- 1. Leadership Breakdown***
 - a. Governance crisis**
 - b. Ineffective staff recruitment
 - c. Board micromanagement and special interest groups influencing boards
 - d. Ineffective or no supervision
 - e. Litigation against district
- 2. Ineffective Communication***
 - a. Staff unrest and morale issues
 - b. Absence of communication to educational community**
 - c. Lack of interagency cooperation**
 - d. Breakdown of internal systems (payroll, position control)
- 3. Collapse of Infrastructure**
 - a. Unhealthful and unsafe facilities and sites
 - b. Deferred maintenance neglected
 - c. Low Budget Priority
 - d. Local and state citations ignored
 - e. No long-range plan for facility maintenance
- 4. Inadequate Budget Development***
 - a. Failure to recognize year-to-year trends, e.g., declining enrollment or deficit spending**
 - b. Flawed ADA projections**
 - c. Failure to maintain reserves**
 - d. Salary and benefits in unrealistic proportions
 - e. Insufficient consideration of long-term bargaining agreement effects**
 - f. Flawed multi-year projections**
 - g. Inaccurate revenue and expenditure estimations**
- 5. Limited Budget Monitoring***
 - a. Failure to reconcile ledgers
 - b. Poor cash flow analysis and reconciliation**
 - c. Inadequate business systems and controls
 - d. Inattention to COE data
 - e. Failure to review management control reports
 - f. Bargaining agreements beyond state COLA**
 - g. Lawsuit settlements
- 6. Poor Position Control***
 - a. Identification of each position missing
 - b. Unauthorized hiring
 - c. Budget development process affected
 - d. No integration of position control with payroll**
- 7. Ineffective Management Information Systems***
 - a. Limited access to timely personnel, payroll, and budget control data and reports**
 - b. Inadequate attention to system life cycles
 - c. Inadequate communication systems
- 8. Inattention to Categorical Programs***
 - a. Escalating general fund encroachment**
 - b. Lack of regular monitoring**
 - c. Illegal expenditures
 - d. Failure to file claims
- 9. Substantial Long-Term Debt Commitments**
 - a. Increased costs of employee health benefits+
 - b. Certificates of participation
 - c. Retiree health benefits for employees and spouse+
 - d. Expiring parcel taxes dedicated to ongoing costs
- 10. Human Resource Crisis**
 - a. Shortage of staff (administrators, teachers, support, and board)
 - b. Teachers and support staff working out of assignment
 - c. Students/classrooms without teachers
 - d. Administrators coping with daily crisis intervention
 - e. Inadequate staff development
- 11. Related Issues of Concern**
 - a. Local and state audit exceptions
 - b. Disproportionate number of under performing schools
 - c. Staff, parent, and student exodus from the school district
 - d. Public support for public schools decreasing
 - e. Inadequate community participation and communication

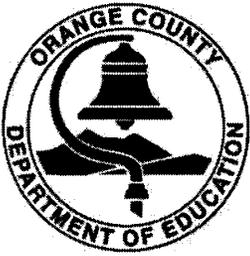
* Highlights the seven conditions consistently found in each district requesting an emergency loan or dealing with a "fiscal crisis."

** Represents the 15 conditions that have been found most frequently to indicate fiscal distress and are those referenced in Assembly Bill 2756 (Daucher) and recently amended Education Code Sections 42127 and 42127.6.

+ Indicates an emerging area of significant concern.

Attachment C – (consistent with past practices)

In submitting the 2010-11 First Interim Report and an implementation plan for budget reductions in 2010-11, the Board understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years. If necessary, it is recognized that based on the 2010-11 Enacted State Budget, the school district will implement \$(_____) in ongoing budget reductions in 2011-12 and an additional \$(_____) reductions in 2012-13 to maintain fiscal solvency. It is further recognized that the school district will submit a revised detailed list of Board approved ongoing budget reductions for 2011-12 with the 2010-11 Second Interim Report.



Attachment D

September 23, 2009

To: Assistant Superintendents, Business Services
Directors, Business Services

From: Wendy Benkert, Ed.D, Assistant Superintendent, Business Services

Subject: Tier 3 Categorical Flexibility Requirements

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**
200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
FAX (714) 662-3570
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WILLIAM M. HABERMEHL
County Superintendent
of Schools

LYNN APRIL HARTLINE
Deputy Superintendent

JOHN L. NELSON
Associate Superintendent

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

ALEXANDRIA CORONADO, D.M.A.

ELIZABETH PARKER

LONG PHAM, PH.D.

KEN L. WILLIAMS, D.O.

As you know, the Budget Act of 2009 granted categorical flexibility to local educational agencies (LEAs) for fiscal years 2008-09 through 2012-13. There are two requirements that LEAs should be aware of regarding the flexibility provisions. The first requirement is that the governing board of each LEA is to hold a public hearing as a condition of the receipt of funds. The second requirement is that LEAs must report the flexibility expenditures with the appropriate Standardized Account Code Structure (SACS) function codes. Please see below for additional information about the two requirements listed above.

Public Hearing Requirement

As a condition of receipt of funds, the governing board of the school district or board of the county office of education, as appropriate, at a regularly scheduled open public hearing shall take testimony from the public, discuss, approve or disapprove the proposed use of funding, and make *explicit* for each of the budget items in Education Code Section 42605(a)(2) the purposes for which the funds will be used. We have attached a sample Board resolution for the categorical flexibility public hearing and a template that lists Tier 3 categorical programs, amounts, and uses of funds.

It is important to note that the public hearing requirement has been included in the proposed 2009-10 Audit Guide regulations. For 2009-10, your independent auditor will review minutes or other records of the governing board that document that the governing board held such a public hearing or hearings before determining the use of each flexible funding source. The public hearing may have been held in the prior year.

SACS Reporting Requirement

Using the SACS reporting process, a local educational agency shall report expenditures of funds pursuant Education Code Section 42605(a)(2) by using the appropriate function codes to indicate the activities for which these funds are expended. The California Department of Education shall collect and provide this information to the Department of Finance and the appropriate policy and budget committees of the Legislature by April 15, 2010, and annually thereafter on April 15 until, and including, April 15, 2014.

If you have any questions or concerns about this information, please call me at (714) 966-4229.

RESOLUTION # _____

RESOLUTION OF THE GOVERNING BOARD OF THE
_____ SCHOOL DISTRICT
CATEGORICAL FLEXIBILITY FUNDS

On motion of member _____, seconded by member _____, the following resolution is adopted.

WHEREAS, the State Adopted Budgets of 2008-09 and 2009-10 (SBX3 4) provides "Flexibility" for the use of certain Categorical Program Funds to be used in responses to the State fiscal crisis, and

WHEREAS, the Flexibility legislation requires the Governing Board, at a regularly scheduled open public hearing to take testimony from the public and shall discuss and approve or disapprove the proposed use of funding, and

WHEREAS, the attached schedule reflects the estimated amount of Flexibility funds to be used in the General Fund for and educational purpose as reflected in the various budgets which has been adopted by the Board for the 2010-11 fiscal year,

NOW THEREFORE, BE IT RESOLVED AND ORDERED, the Board approves the use of the Flexibility Funds as required by the Budget Act of 2009.

PASSED AND ADOPTED by the Governing Board of the _____ School District, County of Orange, State of California, this _____ day of _____ 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

I, _____, Secretary of the _____ School District Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

(Name of Secretary)
Secretary of Governing Board
_____ School District

2010-2011 First Interim Budget Report

Presented by:
Business & Support Services

Education Code §42130, 42130 (a)(1)

- ▶ **42130** The superintendent of each school district shall, in addition to any other powers and duties granted to or imposed upon him or her, **submit two reports to the governing board of the district during each fiscal year. The first report shall cover the financial and budgetary status of the district for the period ending October 31.** The second report shall cover the period ending January 31. Both reports shall be approved by the district governing board no later than 45 days after the close of the period being reported...
- ▶ **42131. (a) (1)** Pursuant to the reports required by §42130, **the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year.**

Recommended Action Steps

- ▶ Approve positive certification of the 2010-2011 First Interim Report
- ▶ Approve Resolution No. 1011-31
 - Revenue and Expenditure Increases/Decreases
- ▶ Review upcoming budget issues & challenges
- ▶ Review 2011-2012 budget next steps

2010-2011 State Budget

- ▶ State Budget adopted October 2010
 - Nearly four (4) months late
 - Improvement from May Revise
 - Eliminated one-time reduction of \$245/ADA
 - ▶ \$12.2 million to CUSD
 - Reduction of deficit factor / -0.39% COLA offset
 - ▶ \$1.2 million to CUSD
 - Total Increase to CUSD
 - ▶ \$270/ADA
 - ▶ \$13.5 Million

Federal Funds

► Federal Jobs Bill

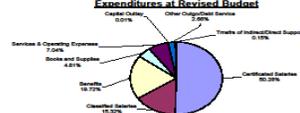
- Total allocation to CUSD - \$9.6 million
- To be budgeted in 2011-2012 to offset further salary/benefit cuts
- Included in 2011-2012 Multiple Year Projection

2010-2011 First Interim Budget Summary

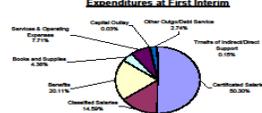
Capistrano Unified School District
2010-2011 Revised Budget & First Interim
Combined Unrestricted & Restricted General Fund

	2010-2011 Approved Budget	2010-2011 Revised Budget	2010-2011 First Interim	Change from Revised to F1	Comments
Revenue					
Revenue Limit Sources	\$249,785,206	\$249,817,746	\$263,286,640	\$13,468,894	Reflects ADA waiver from District, reduction of deficit factor, declining enrollment
Federal Revenue	\$19,279,272	\$24,812,429	\$24,930,119	\$537,690	Increased Title I/IEP/APRA revenue
State Revenue	\$66,633,236	\$66,634,461	\$66,670,804	\$36,343	Increased Gift account revenue
Local Revenue	\$6,589,710	\$6,112,858	\$6,624,646	\$512,058	
Total Revenue	\$342,188,423	\$346,977,224	\$361,532,209	\$14,554,985	
Expenditures					
Certificated Salaries	\$185,960,145	\$185,962,543	\$184,634,980	(\$1,327,663)	Adjustments to salaries due to Title I & gift income; CSEA settlement
Classified Salaries	\$27,093,817	\$26,645,677	\$23,246,739	(\$3,398,938)	Adjustment to Workers Compensation for new actuarial; adjustment to Reserve H & W for additional releases
Benefits	\$72,965,242	\$72,943,233	\$73,830,717	\$87,484	Adjustments between objects; After SCL Learning; Rest Lottery
Books and Supplies	\$10,651,189	\$17,797,629	\$15,997,280	(\$1,800,349)	Adjustments between objects; After SCL Learning; Rest Lottery
Services & Operating Expenses	\$26,184,258	\$26,021,758	\$26,309,752	\$2,287,994	Adjustments between objects; After SCL Learning; Rest Lottery
Capital Outlay	\$40,229	\$40,229	\$106,763	\$66,534	Increase budget for equipment; engine replacement
Other Outgo/Debt Service	\$9,851,146	\$9,842,273	\$10,054,272	\$211,999	Adjustments between objects; After SCL Learning; Rest Lottery
Transfers of Interest/Direct Support	(\$250,364)	(\$250,364)	(\$250,364)	\$0	
Total Expenditures	\$362,210,732	\$368,687,540	\$365,907,005	(\$2,780,535)	
Other Sources and Uses					
Other Funding Sources	\$2,758,297	\$2,758,297	\$2,758,297	\$0	
Interfund Transfers Out	\$0	\$0	\$0	\$0	
Total Sources and Uses	\$3,758,297	\$3,758,297	\$3,758,297	\$0	
Beginning Fund Balance	\$23,250,730	\$25,676,333	\$25,676,333	\$0	
Net Incr (Decr) in Fund Balance	(\$17,965,012)	(\$19,955,410)	(\$1,616,503)	\$17,335,916	
Ending Fund Balance	\$5,984,718	\$6,723,912	\$24,059,830	\$17,335,916	
Components of Ending Fund Balance					
Revolving Cash, Stores, Prepaid	\$325,000	\$325,000	\$325,000	\$0	
Legally Restricted	\$0	\$0	\$0	\$0	
Economic Uncertainties (2% Reserve)	\$1,830,062	\$1,841,121	\$7,334,830	\$5,893,709	Restoration of 2% reserve level
Other Designations	\$829,666	\$1,557,793	\$0	(\$1,557,793)	Reallocate local designations to expenditure increases above
Locally Designated	\$3,000,000	\$3,000,000	\$3,000,000	\$0	Deferred Maintenance
Balance of Budgeted Revenue Limit	\$0	\$0	\$13,000,000	\$13,000,000	Balance of Budgeted Revenue Limit
Total Ending Fund Balance	\$5,984,718	\$6,723,912	\$24,059,830	\$17,335,916	

Expenditures at Revised Budget



Expenditures at First Interim



Resolution No. 1011-31

- ▶ Revenue and Expenditure Increases/Decreases
 - Allows for actual increase and decrease to the budget, based on revised revenue and expenditure information
 - Will be filed with the Orange County Department of Education, along with First Interim Report

2011-2012 Budget Development

- ▶ Governor's January Budget proposal
 - Due Monday, January 10
 - Total State Budget - \$87 billion
 - Structural imbalance (deficit) of \$25+ billion over two years
- ▶ Development of 2011-2012 Budget
 - CUSD Assumptions based on January Proposal
 - Update/review with Trustees February 8

Questions?

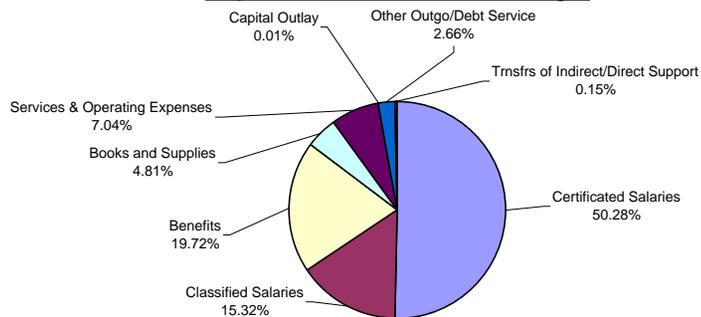
Capistrano Unified School District

2010-2011 Revised Budget & First Interim

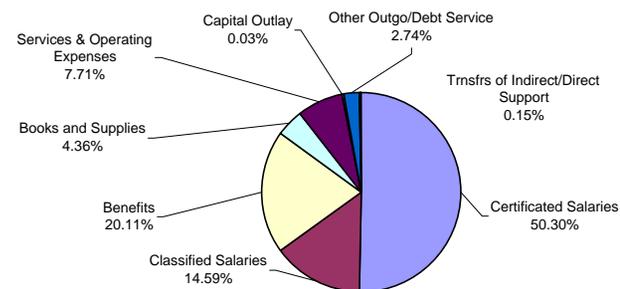
Combined Unrestricted & Restricted General Fund

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Revenue Limit Sources	\$249,785,206	\$249,817,746	\$263,286,640	\$13,468,894	Reflects ADA waiver from 09/10, reduction of deficit factor, declining enrollment
Federal Revenue	\$19,278,272	\$24,412,429	\$24,950,119	\$537,690	Increased Title I/Title I ARRA revenue
State Revenue	\$66,533,235	\$66,634,461	\$66,670,804	\$36,343	
Local Revenue	\$6,589,710	\$6,112,588	\$6,624,646	\$512,058	Increased Gift account revenue
Total Revenue	\$342,186,423	\$346,977,224	\$361,532,209	\$14,554,985	
Expenditures					
Certificated Salaries	\$185,960,145	\$185,962,543	\$184,634,880	(\$1,327,663)	Adjustments to salaries due to Title I & gift income; CSEA settlement
Classified Salaries	\$57,093,917	\$56,645,677	\$53,546,739	(\$3,098,938)	
Benefits	\$72,995,242	\$72,943,233	\$73,820,717	\$877,484	Adjustment to Workers Compensation for new actural; adjustment to Retiree H & W for additional retirees
Books and Supplies	\$10,651,189	\$17,797,629	\$15,997,280	(\$1,800,349)	Adjustmnts between objects; After Schl Learning; Rest Lottery
Services & Operating Expenses	\$26,184,258	\$26,021,750	\$28,309,752	\$2,288,002	Adjustmnts between objects; After Schl Learning; Rest Lottery
Capital Outlay	\$40,229	\$40,229	\$108,763	\$68,534	Increase budget for equipment; engine replacement
Other Outgo/Debt Service	\$9,851,146	\$9,842,273	\$10,054,272	\$211,999	Adjustmnts between objects; After Schl Learning; Rest Lottery
Tnsfrs of Indirect/Direct Support	(\$565,394)	(\$565,394)	(\$565,394)	\$0	
Total Expenditures	\$362,210,732	\$368,687,940	\$365,907,009	(\$2,780,931)	
Other Sources and Uses					
Other Funding Sources	\$2,758,297	\$2,758,297	\$2,758,297	\$0	
Interfund Transfers Out	\$0	\$0	\$0	\$0	
Total Sources and Uses	\$2,758,297	\$2,758,297	\$2,758,297	\$0	
Beginning Fund Balance	\$23,250,730	\$25,676,333	\$25,676,333	\$0	
Net Incr (Decr) in Fund Balance	(\$17,266,012)	(\$18,952,419)	(\$1,616,503)	\$17,335,916	
Ending Fund Balance	\$5,984,718	\$6,723,914	\$24,059,830	\$17,335,916	
Components of Ending Fund Balance					
Revolving Cash, Stores, Prepaid	\$325,000	\$325,000	\$325,000	\$0	
Legally Restricted	\$0	\$0	\$0	\$0	
Economic Uncertainties (2% Reserve)	\$1,830,062	\$1,841,121	\$7,734,830	\$5,893,709	Restoration of 2% reserve level
Other Designations					
- Locally Designated	\$829,656	\$1,557,793	\$0	(\$1,557,793)	Reallocate local designaions to expenditure increases above
- Deferred Maintenance	\$3,000,000	\$3,000,000	\$3,000,000	\$0	Deferred Maintenance
- Balance of Budgeted Revenue Limit	\$0	\$0	\$13,000,000	\$13,000,000	Balance of budgeted Revenue Limit
Total Ending Fund Balance	\$5,984,718	\$6,723,914	\$24,059,830	\$17,335,916	

Expenditures at Revised Budget



Expenditures at First Interim



2011/12 Budget Talking Points

Enrollment



	<u>2009/10</u>	<u>2010/11</u>	<u>2011/12</u>	<u>2012/13</u>	
Funded ADA	50,205	50,030	49,530	49,230	
ADA Change		-175	-500	-300	(-975 Total)

Revenue



2009/10	\$4,951			
2010/11	\$4,939	May Revise/CUSD Budget Adoption		
	\$5,209*	1 st Interim (3.85% Inc. +.39% Deficit Restoration)		
2011/12	\$5,209*	0.00% COLA		
2012/13	\$5,330*	1.90% COLA		

Revenue Limit Deficit	17.63%
Budgeted Revenue Limit over May Revise (\$270/ADA)*	\$13.5 M
Funding Deferrals across Fiscal Years	30% +/-
Federal Job Money at 100% (Offset to 2011/12 Sal/Ben Cuts)	\$9.6 M
Behavior Intervention Projection - Now a Mandate (2010/11)	-\$0.5M

Expenditures



Major Expenditure Increases Include:	
• Step & Column (2011/12)	\$4.5M
• Special Education Encroachment Increase (2011/12)	\$1.5M
• Worker's Compensation Actuarial (2010/11)	\$1.2M
• Worker's Compensation Actuarial (2011/12)	\$0.4M

Upcoming Issues



Significant Multi-year Financial Issues Include:	
• State Budget Structural Imbalance	
• OPEB (retiree benefits) Increases	
• Need for Continued Categorical Flexibility:	
○ CSR Flexibility/Penalty Structure Expires 2011/12	
○ Tier III Categorical Program Expires 2012/13	

Challenges



Upcoming Challenges – Items Not Yet Budgeted	
• Declining Enrollment - 2011/12	\$2.5 m
• New Charter Schools (Potential 668 ADA loss)	\$3.4 m
• Worker's Compensation Actuarial (2010/11)	\$0.4 m
• County Mental Health Services	\$5.6 m
Cash Flow Challenges	
• New Apportionment Deferrals to July 2011	\$6.6 m
• ERAF Deferral May to July	\$2.1 m

*Assumes that the currently budget revenue limit increase is ongoing and will remain intact with no mid-year cuts or revenue adjustments.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

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

FROM: Joseph M. Farley, Superintendent

**SUBJECT: RESOLUTION CONCERNING MENTAL HEALTH SERVICES FOR
SPECIAL EDUCATION STUDENTS**

BACKGROUND INFORMATION

Districts thought the Governor's line item veto for education-related mental health services for K-12 students was resolved when the California Department of Education stepped up to fund the services instead. However, on November 18, 2010, it was learned that county mental health officials informed the state that the funding only covers costs through December 31, 2010. The county officials notified parents of students who receive the specialized services that the county will not be paying for the services after December 31. The non-public providers of the services have also been notified of the cutoff date. This will disrupt services that the District agreed to in IEP meetings.

The county mental health funding supports two distinct special education services: 16 CUSD students who are receiving services in residential treatment facilities, including room and board; and approximately 225 students who receive highly specialized counseling and psychiatric services through providers working for county mental health. The annual cost for both services is approximately \$5.6 million. If the matter isn't resolved for the balance of the 2010-2011 school year we may be required to fund at least half of that amount for January through June.

California School Board Association is considering filing suit against the state for the sudden elimination of these funds. The Orange County Special Education Alliance, which is funded by all Orange County districts, also agreed to allocate funds to pursue litigation against the County Mental Health Department for breach of contract. Many special interest groups and associations are also advocating on behalf of the students and districts.

CURRENT CONSIDERATIONS

Our most immediate concern is for the 16 students residing in residential care facilities as they are going to expect the District to continue to provide the services that are described in their IEPs after December 31, 2010. Since the legal issues may not be resolved before the expiration of services by the county the Orange County District Superintendents have decided to ask their school boards to adopt a resolution authorizing the filing of a lawsuit against the Orange County Health Care Agency should this become necessary.

AUTHORIZATION TO FILE A LAWSUIT AGAINST THE ORANGE COUNTY MENAL
HEALTH SERVICES

December 7, 2010

Page 2

FINANCIAL IMPLICATIONS

Financial impact is approximately \$2.8 million for January 2011 through June 2011.

STAFF RECOMMENDATION

It is recommended the Board approve Resolution No. 1011-34, Authorization to file a lawsuit against the Orange County Health Care Agency.

DISCUSSION/
ACTION

**CAPISTRANO UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 1011-34
MENTAL HEALTH SERVICES
FOR SPECIAL EDUCATION STUDENTS**

WHEREAS, State law has mandated that county mental health departments provide mental health services to special education students pursuant to Government Code section 7570 et seq. (AB 3632);

WHEREAS, Governor Schwarzenegger vetoed \$133 million in funds for past mental health claims for services provided under AB 3632 to special education students in previous fiscal years;

WHEREAS, the Governor did not veto an appropriation of \$76 million to be used exclusively to support mental health services that are provided during the 2010/2011 fiscal year by county mental health agencies pursuant to AB 3632;

WHEREAS, the Orange County Department of Education has received in excess of \$12 million on behalf of school districts and SELPAs in Orange County to support mental health services that are provided during the 2010/2011 fiscal year for county mental health agencies pursuant to AB 3632;

WHEREAS, on November 10, 2010 the Orange County Department of Education requested that the Orange County Health Care Agency fulfill its obligations under a Memorandum of Understanding (MOU) between the Orange County Department of Education and the Orange County Health Care Agency by providing mental health services through June 30, 2011;

WHEREAS, on November 12, 2010, the Orange County Health Care Agency responded by stating that the Orange County Health Care Agency will only provide AB 3632 services if school districts and SELPAs provide additional funding to the Orange County Health Care Agency beyond the funds received from the State and beyond what is required under the MOU;

WHEREAS, the potential additional costs to school districts in Orange County resulting from the actions in Orange County Health Care Agency could be as high as \$25 million to cover the cost of counseling and residential placement;

WHEREAS, the Capistrano Unified School District believes that the Orange County Health Care Agency is still mandated to provide AB 3632 to special education students since the state appropriated over \$12 million to Orange County Health Care Agency for this purpose;

WHEREAS, it may be necessary for the Capistrano Unified School District to file an interagency complaint against the Orange County Health Care Agency pursuant to Government Code section 7585;

WHEREAS, the Capistrano Unified School District supports a lawsuit filed by the California School Boards Association to require county mental health departments to provide mental health services to special education students under AB 3632;

WHEREAS, it may be necessary for school districts in Orange County to file a lawsuit against the Orange County Health Care Agency, requiring the Orange County Health Care Agency to comply with the Memorandum of Understanding between the Orange County Department of Education and the Orange County Health Care Agency.

NOW THEREFORE, BE IT RESOLVED as follows:

1. The Board of Trustees of the Capistrano Unified School District hereby authorizes the filing of a lawsuit against the Orange County Health Care Agency in the name of the School District should the district superintendent deem it to be necessary.

2. The Board of Trustees of the Capistrano Unified School District hereby authorizes the district superintendent to work with the Orange County Department of Education and other school districts in Orange County and the Orange County Special Education Alliance in pursuing all legal remedies against the Orange County Health Care Agency.

Dated: _____

President of the Board

Member of the Board

Vice President of the Board

Member of the Board

Clerk of the Board

Member of the Board

Member of the Board

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

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

FROM: Joseph M. Farley, Superintendent

**SUBJECT: APPROVAL OF RESOLUTION NO. 1011-32 AUTHORIZING THE
CONTINUANCE OF PUBLIC HEARING FOR CONSIDERATION OF
REDUCING SPECIAL TAXES OF CFD NO. 2005-1 (WHISPERING HILLS)**

BACKGROUND INFORMATION

Rancho San Juan Development LLC (“Landowner”) is the successor owner of Whispering Hills LLC (“Prior Owner”) and assignee of the applicable Impact Mitigation Agreement relative to the Whispering Hills Project and Community Facilities District No. 2005-1 (“CFD No. 2005-1”). The landowner has presented a revised, downsized project they anticipate developing within CFD No. 2005-1 with projected lesser assumed base sales prices for the proposed homes. The landowner previously submitted a petition requesting the Board initiate proceedings to consider reducing the existing special taxes of CFD No. 2005-1. The proposed reduced special taxes and the existing Impact Mitigation Agreement between the District and the landowner, as well as the existing Joint Community Financing Agreement (“JCFA”) between the District, landowner, and the City of San Juan Capistrano, have been reviewed by the District’s special tax administrator and legal counsel. The revised project and proposed reduced special taxes, if approved, will result in a reduced amount of the proposed bonds, to be issued on behalf of CFD No. 2005-1 at a future date, as the proposed development and sale of homes in the revised project occur.

On January 12, 2010, the Board, as the Governing Body of CFD 2005-1, adopted Resolution No. 0910-46, calling a Public Hearing on March 12, 2010, regarding the request by the owner and developer of the property in CFD No. 2005-1 to consider reducing the Special Taxes of CFD No. 2005-1. The Public Hearing was opened on March 12, 2010, and subsequently continued several times to August 24, 2010. The applicable statute provides for such Public Hearing to be concluded in six (6) months; therefore, on August 24, 2010, the Board, by reason of such statutory time limitations, terminated the proceedings initiated pursuant to the Petition of Landowners, but initiated “Supplemental Proceedings” in order to continue working with the landowner to reach a mutually acceptable “Amended Impact Mitigation Agreement.”

On August 24, 2010, a Public Hearing on the Supplemental Proceedings was called for October 12, 2010, and subsequently continued to the December 7, 2010, Board meeting. At this time, the parties are still discussing the above complex matters. After opening the Continued Public Hearing and receiving public comment, the Board may determine to further continue the Continued Public Hearing to January 11, 2011, to allow staff and legal counsel more time to resolve these pending matters.

CURRENT CONSIDERATIONS

This agenda item requests approval of Resolution No. 1011-32 authorizing the continuance of a Continued Public Hearing called for December 7, 2010, to January 11, 2011. Staff and legal counsel are seeking to obtain concurrence with the landowner as to a mutually acceptable Amended Impact Mitigation Agreement. Such has not yet occurred, which prevents conclusion of the Continued Public Hearing on December 7, 2010. Resolution No. 1011-32, as prepared by legal counsel, is attached (Exhibit A).

FINANCIAL IMPLICATIONS

This matter will have no impact on the General Fund of the District. The cost of the proceedings to modify the special taxes, if any, is required by the Mello-Roos Act to be borne by the Developer.

STAFF RECOMMENDATION

It is recommended that the Board of Trustees open the Continued Public Hearing, receive and consider public comment, if any, and further continue the Continued Public Hearing to January 11, 2011, by adopting Resolution No. 1011-32 (Exhibit A)

DISCUSSION/
ACTION

RESOLUTION NO. 1011-32

RESOLUTION OF THE BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT
NO. 2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT
(WHISPERING HILLS), CONTINUING PUBLIC HEARING FOR
CONSIDERATION OF ALTERING THE RATE AND METHOD OF
APPORTIONMENT AND REDUCING THE LEVY OF SPECIAL
TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO.
2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT

WHEREAS, the Capistrano Unified School District (“School District”) is a public school district organized and existing pursuant to the laws of the State of California (“State”); and serves as the legislative body of Community Facilities District No. 2005-1 of the Capistrano Unified School District (“Whispering Hills”), referred to herein as “CFD No. 2005-1,” and on August 24, 2010, called a Public Hearing for October 12, 2010, for consideration of altering the rate and method of apportionment and reducing the levy of “Special Taxes” for CFD No. 2005-1 for October 12, 2010, at 7:00 o’clock p.m., or as soon thereafter as is practicable at the Capistrano Unified School District’s office located at 33122 Valle Road, San Juan Capistrano, CA 92675; and

WHEREAS, the Board of Trustees (“Board”), at the above-described date, time, and place, convened and opened the above-described Public Hearing, received comments, if any, of the public and owner of the property within CFD No. 2005-1, as well as the recommendation of staff and legal counsel that such Public Hearing be continued to December 7, 2010, at the same time and location as described above, which Continued Public Hearing was opened, comments, if any, were received of the public and the owners of the property within CFD NO 2005-1, as well as the recommendation of staff and legal counsel that such Continued Public Hearing be further continued to January 11, 2011, at the same time and location as described above.

Now, therefore, the Board of Trustees of the Capistrano Unified School District, acting as the legislative body of Community Facilities District No. 2005-1, does hereby resolve, determine and order as follows:

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

Section 2. The proposed “First Amended RMA” of CFD No. 2005-1 is on file at the Capistrano Unified School District’s office located at 33122 Valle Road, San Juan Capistrano, CA 92675, which by this reference is herein incorporated.

EXHIBIT A
(1 of 3)

Section 3. It is hereby determined that the complexity of the herein described proposed changes require additional time, and that a further continuance of such Continued Public Hearing is necessary as herein provided.

Section 4. The above-described Continued Public Hearing is continued to 7:00 o'clock p.m., as as soon thereafter as practicable, on January 11, 2011, at the Capistrano Unified School District Office located at 33122 Valle Road, San Juan Capistrano, CA 92675.

Section 5. A "Notice of Continuance" shall be posted within 24 hours hereof, as provided for in Government Code Section 54955.1 and 54955.

APPROVED, ADOPTED, AND SIGNED this 7th day of December, 2010.

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

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

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) **ss.**

I, _____, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District at a meeting of the Board of Trustees held on the 7th day of December, 2010, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Clerk of the Board of Trustees of the
Capistrano Unified School District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) **ss.**

I, _____, Clerk of the Board of Trustees of the Capistrano Unified School District do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 1011-32 of said Board of Trustees and that the same has not been amended or repealed and is fully effective as of this date.

Dated: December 7, 2010

By: _____
Clerk of the Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

December 7, 2010

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

FROM: Joseph M. Farley, Superintendent

SUBJECT: **PROGRESS UPDATE, DIVISION OF STATE ARCHITECT
CONSTRUCTION PROJECT LISTING**

BACKGROUND INFORMATION

In October 2008 the District received a letter from the Division of State Architect (DSA), requesting the District inform the Board of Trustees regarding the potential liability of any projects closed, but not certified, by DSA. This letter outlined the impact of not properly closing out a construction project, including:

1. Board members may be held personally liable for failure of educational buildings not certified by DSA.
2. DSA will not be able to approve future proposed construction affecting or utilizing uncertified construction.

At the February 9, 2009, Board meeting, staff presented a status report on these outstanding construction projects. This agenda item is a continuation of that initial report, updating Trustees on the progress made toward closing, with certification, outstanding DSA applications.

CURRENT CONSIDERATION

Exhibit A is a status report on the progress being made to close out outstanding applications. There is no change from the information provided to the Board at its November 9, 2010, meeting.

FINANCIAL IMPLICATIONS

There is no financial impact 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 recommended the Board President recognize Ron Lebs, Deputy Superintendent, Business and Support Services, and John Forney, Director, Maintenance, Operations, and Construction, who will provide the DSA Update and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

INFORMATION/
DISCUSSION

PROGRESS UPDATE, DIVISION OF STATE ARCHITECT, CONSTRUCTION PROJECT LISTING– DECEMBER 7, 2010 (IN BOLD LETTERING)		
04-101942	Don Juan Avila MS 2-Story Modular Buildings	Closed with Certification
04-101943	San Clemente HS 2-Story Modular Buildings	Closed with Certification
04-104520	Newhart MS 2-Story Modular Buildings, restroom building	Closed with Certification
04-104845	Del Obispo ES Modernization	Working with architects to quantify scope of work.
04-104935	Niguel Hills MS Modernization	Working with architects to quantify scope of work.
04-104993	Viejo ES Modernization	Working with architects to quantify scope of work.
04-105269	Laguna Niguel ES Restroom Building	Closed without Certification on 1/16/08. PJHM is sending letter to DSA to closeout application number.
04-108442	Newhart MS 2-Story Modular Buildings, Phase 2	All paperwork has been turned into DSA. Once application No. 04-104520 is closed out, DSA will close Application No. 04-108442.
04-104860	Crown Valley ES Modernization	Working with architects to quantify scope of work.
04-108164	Aliso Niguel HS Parking Lot Improvement	To date, work has not begun on this Application No. No inspections have taken place. Inspector will review and work with Construction Manager.
04-100736	Crown Valley ES Ball Field - City of Laguna Niguel M&O Construction Manager is working with City of Laguna Niguel to locate inspection reports.	This project was completed by the City of Laguna Niguel to add lights to the baseball fields.
04-102787	Capistrano Valley HS Cell Tower – Mericon	The cell tower has changed carriers many times over the years. The original contractor needs to be located for paperwork required. Construction Manager will be working on this.
04-105499	Carl Hankey ES: New covered walkway, alterations to Classrooms, MPR, Administration Building	Application Numbers 04-108531 and 04-108613 need to be closed out before this Application No. can be closed out. All paperwork has been submitted to DSA.

04-108531	Carl Hankey K-8 Conversion	This Application No. is part of the modernization that took place a few years ago. The full scope was not completed and is being reviewed by the Architect to see what DSA is going to require to close out this project.
04-108613	Carl Hankey K-8 Relocatables	All paperwork has been submitted to DSA. DSA will not close out this Application No. until Application No. 04-105499 is closed out.
04-104115	San Juan Hills HS	6 of the 10 change orders are approved. Continuing to process closeouts for approval.
04-105495	Barcelona ES Modernization	Working with architects to quantify scope of work.
04-108654	Las Flores Relocatables	Closed with Certification
04-109336	Ladera Ranch Relocatables	Sent closeout paperwork package to DSA 12/6/08.
04-107867	San Juan Hills HS– 2-Story Modular Buildings	NOC's on MSI and HCH from the District were sent to PJHM. Change orders to DSA for approval – gathering closeout documents
04-108716	San Juan Hills HS Phase 2 – Bleachers, Concession Building, Restroom Building	Change orders at DSA pending approval. Closeout documents cannot be submitted until all CO's are approved.
04-109512	San Clemente HS Upper Campus Science Lab	Closed with Certification
04-108483	Tesoro High School-Relocation of (6) CR Buildings Relocatable; (6) Ramps	Closed with Certification
No DSA Application Number	Ambuehl ES Configuration of Relocatables	Working with architects to develop scope of work to submit to DSA

EXHIBIT A
(2 of 2)